

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

ROHALEY AND SON)	Case No: 1:18-cv-2825-CAB
AUTOMOTIVE, INC.)	
AKA ROHALEY AND SON)	Hon. Christopher A. Boyko
AUTOMOTIVE)	
7481 Brenel Drive)	
Mentor, OH 44060)	
)	
Plaintiff,)	
vs.)	
)	
TRAVELERS CASUALTY INSURANCE)	<u>AMENDED COMPLAINT</u>
COMPANY OF AMERICA)	
One Tower Square)	(Trial By Jury Demanded)
Hartford, CT 06183)	
)	
Defendant.)	

Now comes the Plaintiff Rohaley and Son Automotive, Inc. by and through undersigned counsel, and for its Amended Complaint against defendant Travelers Casualty Insurance Company of America, alleges, avers and states as follows:

PARTIES

1. Plaintiff Rohaley & Son Automotive, Inc. is a corporation, in good standing, organized and existing under the laws of the State of Ohio with its principal place of business located at 748 Brenel Drive, Mentor, Ohio 44060. During all relevant times alleged herein, Chad Leonard was the sole shareholder and owner of the company.

2. Travelers Casualty Insurance Company of America ("Travelers") is named a defendant herein. Travelers is a Connecticut corporation with its principal place of business in Hartford, Connecticut and conducts business in Lake County, Ohio.

JURISDICTION AND VENUE

3. Plaintiff re-alleges and re-avers each and every allegation contained in Paragraphs 1 and 2 of this Amended Complaint as if fully rewritten herein.

4. This Court has subject matter jurisdiction over the claims set forth in Plaintiff's Amended Complaint.

5. This Court has personal jurisdiction over Traveler's.

6. This action is properly venued in this Court.

FACTS

7. Plaintiff re-alleges and re-avers each and every allegation contained in Paragraphs 1 through 6 of this Amended Complaint as if fully rewritten herein.

8. Traveler's sold Plaintiff commercial general liability insurance and businessowners property coverage.

9. A copy of the Declaration and Policy regarding the liability insurance Traveler's sold to Plaintiff is not attached hereto as it is voluminous and bulky and Traveler's has a true and accurate copy of it. ("Insurance Policy").

10. The effective date of the Insurance Policy was December 16, 2015 through December 16, 2016 and renewed on December 16, 2016.

11. Upon information and belief, the Insurance Policy was a claims made policy.

12. The Insurance Policy provides that a claim will be deemed to have been first made against the insured when any insured first receives written notice of the claim.

13. On or about May 24, 2017, Plaintiff reported losses of equipment, tools, vehicles, lost profits and parts to Traveler's.

14. On or about July 24, 2017, Traveler's denied coverage pursuant to a letter explaining the details for the denial. A true and accurate copy of said letter is attached hereto and marked as Exhibit "A."

15. On or about August 17, 2017, Plaintiff sent a letter to Traveler's appealing the denial. A copy of said letter is attached hereto and marked as Exhibit "A."

16. On or about March 14, 2018, Traveler's again rejected and denied the claim pursuant to the explanation detailed therein. A true and accurate copy of said letter is attached hereto and marked as Exhibit "B."

17. Traveler's denial of Plaintiff's claim under the insurance was contrary to and in breach of the terms of the insurance policy.

18. As a direct, proximate and foreseeable result of Traveler's failure to honor Plaintiff's claim, Plaintiff has been damaged in an amount in excess of \$25,000.

COUNT I

(Breach of Contract)

19. Plaintiff re-alleges and re-avers each and every allegation contained in Paragraphs 1 through 18 of this Amended Complaint as if fully rewritten herein.

20. The Insurance Policy constitutes a contract between the parties.

21. Plaintiff complied with all terms and conditions precedent for coverage of the claim it had submitted to Traveler's pursuant to the terms of the Insurance Policy.

22. Notwithstanding, Traveler's breached the provisions of the Insurance Policy in denying and failing to pay Plaintiff's claim.

23. Traveler's denial and failure to pay Plaintiff's claim constitutes a breach of the Insurance Policy.

24. As a direct, proximate and foreseeable result of Traveler's breach of contract, Plaintiff is entitled to damages in an amount in excess of \$25,000.00.

COUNT II

(Declaratory Judgment)

25. Plaintiff re-allege and re-aver each and every allegation contained in Paragraphs 1 through 24 of this Complaint as if fully rewritten herein.

26. A real and justifiable controversy exists between the parties as to Plaintiff rights to coverage for the claim made under the terms of the Policy.

27. The controversy between the parties is justiciable in character.

28. A speedy resolution to the controversy between the parties is necessary to the preservation of the rights of Plaintiff.

29. Speedy relief is necessary to preserve the rights of the parties.

30. Plaintiff is entitled to bring this declaratory judgment action pursuant to Ohio Revised Code Section 2721.03.

31. Plaintiff is entitled to a declaratory judgment that Traveler's is obligated to provide coverage for the claim made under the terms of the Insurance Policy as well as adjudication of the extent of damages owed by Traveler's to Plaintiff under the terms of the Policy.

COUNT III

(Bad Faith)

32. Plaintiff re-allege and re-aver each and every allegation contained in Paragraphs 1 through 31 of this Complaint as if fully rewritten herein.

33. Pursuant to the terms of the Insurance Policy and/or applicable law, Traveler's owed a duty to Plaintiff to act in good faith in handling and paying Plaintiff claim under the terms of the Insurance Policy.

34. Traveler's has breached its duty of good faith owed to Plaintiff by, among other acts, failing to timely adjust the claim and denying coverage for the claim.

35. Traveler's conduct towards Plaintiff as described above lacked reasonable justification.

36. As a direct and proximate result of Traveler's breach of its duty of good faith, Plaintiff have sustained damage in an amount in excess of \$25,000 as well as incurring attorneys' fees.

WHEREFORE, for the foregoing reasons, Plaintiff respectfully request that this Honorable Court render a judgment in Plaintiff favor against Traveler's and provide Plaintiff with the following relief:

Issuing a declaratory judgment declaring that Plaintiff are entitled to coverage under the terms of the Policy for the loss;

Awarding a money judgment in favor of Plaintiff and against Traveler's in an amount in excess of \$25,000.00 for compensatory damages related to the loss;

Awarding a money judgment in favor of Plaintiff and against Traveler's in an amount in excess of \$25,000.00 for punitive damages related to Traveler's breach of its fiduciary duty and bad faith;

An award in favor of Plaintiff and against Traveler's for reasonable attorneys' fees;

Pre- and post-judgment interest;

An award of all costs incurred herein;

Such other and further relief as this Honorable Court may deem appropriate and equitable.

Respectfully submitted,

/s/Gregory M. Lichko
Gregory M. Lichko (0032544)
LICHKO & SCHECHTER
120 Bridge Building
18500 Lake Road
Rocky River, Ohio 44116
440-331-5223

CERTIFICATE OF SERVICE

I hereby certify that on March 12, 2019, I electronically filed the foregoing with the Clerk of the Court using the ECF system which will send notification of such filing to the following:

Gregory M. Lichko (0032544)
LICHKO & SCHECHTER
120 Bridge Building
18500 Lake Road
Rocky River, Ohio 44116
gliclko@lichkoschechter.com
Attorneys for Plaintiff

August 17, 2017

CHAD M. LEONARD
ROHALEY AND SON AUTOMOTIVE INC.
7481 BRENEL DRIVE
MENTOR. OH 44060

TRAVELERS CASUALTY INSURANCE CO.
P.O. Box 3204
NAPERVILLE, IL 60566-7204
Stephen Brasher
Claim Professional
Direct (630) 961-4418
Office (800) 842-6172 Ext. 961-4418
Email: SBRASHER@travelers.com

RE: Insured: Rohaley and Son Automotive Inc.
Chad Leonard
Policy No.: 680-OE628194
Claim No.: DHR0975
Date of Loss: 01-07-2017
Loss Location: 8654 & 8656 Twinbrook Road
Mentor, OH 44060

Dear Mr. Brasher,

Please accept this Letter and Exhibits as an appeal to your letter and conversation. The following information will show that the Policy should cover the claim. Equipment, tools, vehicles and parts were stolen after the business was suspended on October 28, 2016.

Rohaley and Son Automotive is an S-Corp, which is a stock based corporation. Albert Rohaley owns no stock- (See Exhibit 3, page 13, line 2, 3, and 4.) Mr. Rohaley quit all responsibilities with the company October 28, 2016. **Therefore, admittedly, Mr. Rohaley was not a stockholder, partner nor a manager of Rohaley & Son Automotive Inc. when the theft occurred.** Also, the staff quit and moved to Rohaley's Auto and Truck Repair LLC with Mr. Rohaley on that same date.

To clarify, Rohaley and Son Automotive was named as such as part of a marketing plan as Mr. Rohaley had an "automotive customer following". This sometimes is confusing that the company is owned and operated through Chad M. Leonard. Mr. Rohaley was given an opportunity to "buy-in" if he chose in the future, but, he chose not to.

While you are correct, I have been in Civil Litigation with Mr. Albert Rohaley since September, 2015, I am only requesting monetary reimbursement for property which was taken from my business, as well as loss of business, which occurred between October 28, 2016 and January 5, 2017, and loss of business from November 1, 2016 through present.

1

Sworn to before me on this 17th day of August 2017
Jon B Devorsky
Commission expires: February 13, 2022



In September, 2015, Mr. Rohaley was no longer a trusted employee. However, before litigation began, he locked me out of the facility, changed the locks, security code, and bank accounts in addition to leveled threats to me and my family. This resulted in filing for a Protection Order and asking for police intervention/investigation.

At that time I tried to file embezzlement, etc. charges through the judicial system and eventually I had to file for a Preliminary Injunction to do everything legally to protect my property. Due to the complexity of the court system, the TRO was not set into place until May, 2016.

I understand that the details leading up to this situation are not typical. However, **what is fact, property went missing after October 28, 2016.** (Exhibit 1 pictures)

In reference to **B. Exclusions, Section m**, stating; "property that is missing, where the only evidence of the loss is a shortage upon taking inventory, or other instances where there is no physical evidence to show what happened to the property". I had Larry Bodnar, my agent there so he could witness missing property before filing my claim. (Exhibit 5). I was court ordered to do an inventory as part of the civil suit. Although it was prior to filing the insurance claim, keep in mind that the court system dictated to me the way and frequency for which I was to do the inventory and I was always with assigned court ordered third parties. (Exhibit 6). **I suspect the before and after evidence I presented to you is more thorough than most claims you encounter.**

According to **Traveler's procedure in section MPT 1020205, on page 27, number 3**, "duties in the event of loss or damage number 5 states clearly, "at our request, give us complete inventory of the damage and undamaged property include quantities, costs, values and amount of loss claimed." **I have already submitted this evidence to you with the initial claim.**

In summary, to clarify my claim with you related to the equipment and property has everything to do with dishonest and criminal acts that occurred after October 28, 2016. On that date, the only member of the company was me, Chad Leonard, and I had no access to the premises via key or security code until I was escorted back into the building on January 5, 2017 per court order.

The Civil Case has to do with what Mr. Rohaley did while employed. I cannot seem to make Mentor Police understand this, and therefore, they will not investigate. I certainly have my suspicions as to where the property is. I know that it is hearsay.

I also included some rather interesting emails related to both Albert Rohaley and Alec Rohaley, his son and former employee, who was terminated March 19, 2015 for malicious behavior, assaulting another employee on March 14, 2015. **Both were attempting to cancel the insurance policy on December 12, 2016 and then again within**

Sworn to before me on this 17th day of August 2019.

2

Janet B. Devorsky

commission expires: February 13, 2022



the last two months, per Larry Bodnar, our agent. I would consider that at best "suspicious". I would think that this behavior is to keep your insurance company from investigating further. It is odd that two former employees, who no longer have anything to do with the business, would even care whether Rohaley and Son Automotive is or is not insured.

In Conclusion, after reading your letter dated July 24, 2017, I believe your denial of my claim is not justified. Section MP T1 02 02 05 Is Covered Property. H, I and M Every time I went to 8654 Twinbrook I was under a TRO and Mentor Police Officers and/or court appointed personnel were with me.

The Theft was done after the employees resigned and went to work for another company. Mr. Albert Rohaley under oath in court said he was not there when the theft happened, between October 28, 2016 through January 5, 2017. (Exhibit 4)

Should you have any questions regarding this matter, please contact the undersigned.

Enclosed are just some of the rationale and evidence discussed above which I believe support approval of my Claim.

Sincerely,

Chad M Leonard
(440) 487-0869
Email: CMLHoldingsinc@gmail.com

EXHIBITS/EVIDENCE

Exhibit 1 Before and After Pictures (5 Pages) Proof property is missing.

Before and After Pictures: 5 of 5 pages of pictures showing Stolen Examples of tools and Equipment on site 8654 & 8656 Twinbrook Rd. (Rohaley & Son Automotive Inc.) October 28, 2016 and Stolen before January 5, 2017. Witnesses were present.

Per Court Order Lake County - Judge Collins (Inspection of 8654 & 8656 Twinbrook Rd.)

Visit to Rohaley & Son Automotive at 8654 Twinbrook Rd. Mentor, OH
2 Mentor Police Officers escorted Chad Leonard (per Court Order)

All assets were at 8654 & 8656 Twinbrook Rd. By a TRO Business was to run as usual. Pictures were taken...

October 28, 2016 Last Pay Checks were given to all employees

3

Sworn to before on this 17th day of August 2017
Jon B Devorsky
Commission expire: February 13, 2022



November 1, 2016 Against TRO, Business was suspended by Manager Al Rohaley. He said in two Court Hearings, Federal and County.
Exhibit 3 "He Quit" Page 4 Line 5-6 Page 19 Line 14 -18

Exhibit 2 Judge Collins December 23, 2016 Opinion and Judgment Entry
(Cover page and page 9)

Exhibit 3 Transcript for Federal Bankruptcy Case No. 17-10514 March 2, 2017
(Cover page and page 4,-lines 5 and 6, page13-lines 2 and 3 and page 19-lines 4-18)

Albert Rohaley admits that he does not own any Stock (Page 13 Line 2-3)
I am not asking for replacement of the Workers Tools and Boxes. They removed them, against the TRO, to work at Rohaley's Auto and Truck Repair LLC. We are asking for replacement of all stolen tools, equipment, and parts that were purchased by Rohaley & Son Automotive Inc.
(See Stolen Contents Worksheets) tools sheets **Exhibit 8** and see canceled checks copies, **Exhibit 7**)

November 16, 2016 Hearing the Lake County Judge Collins states "The Company is just a shell." (See Judges Entry dated December 23, 2016 Exhibit 4 and Page 9 Last Paragraph)

January 5, 2017 found out equipment, tools, vehicles, and parts are stolen from Rohaley & Son Automotive Inc.

Witnesses: (See Sheet **Exhibit 5**)

Mike Levan - Owner of building& Landlord of Property with key to 8654 & 8656 Twinbrook Road, Mentor, OH

Larry Bodnar - Insurance Agent for Travelers Insurance

Erik Walters - Dworkin and Bernstein, my Attorney

Two MPD officers did not sign in. Timothy Abbott was the senior officer.

Exhibit 4 Transcript for Lake County Court Case No. 15CV1937
November 16, 2016

(Cover sheet and page 56 lines 7 and 8 and lines 14-21)

Exhibit 5 January 5, 2017 Witnesses Sign- in Sheet. (All witnesses can attest to missing equipment, etc.) Clearly shown in pictures.

Exhibit 6 April 25, 27, 28, & May 2, 2017
Witnesses to Inventory and Removal to 3 Shipping Containers

Sworn to before me on this 17th day of August 2017

Jon B Devorsky

Commission expire : February 13, 2022



Exhibit 7 Cancelled Checks

Exhibit 8 Contents Worksheets (5 Pages)

**Exhibit 9 Evidence of attempted cancellation of insurance policy by
Albert and Alec Rohaley. (Copies of emails)**

Sworn to before me on this 17th day of August 2017.

Jonni B Devorsky

Commission expires: Feb. 13, 2022



BEFORE



AFTER



Item 189 Matco 4325RP 4S Triple Bay Tool Box

[Signature]

Sworn to ~~att~~ before me on this 17th day of August 2017.

Jonni B Devorsky

Commission expires: Feb. 13, 2022



BEFORE



Items 12 13 14 4PC Tool Chest & Top Box

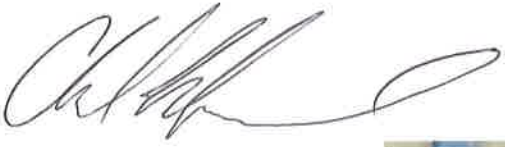
AFTER



Item 2 EEWH326A Tire Changer

Sworn to and personally appeared before me on this 13th day of August 2017.
Jeri Blumenthal
Commission expire: February 13, 2022





BEFORE



AFTER



Item 11 53 in wide 6 Draw Blue Tool Box

Sworn to and personally appeared before on this 17th day of August 2017.

Jonni B. Devorsky

Commission expires: Feb. 13, 2022



BEFORE



AFTER

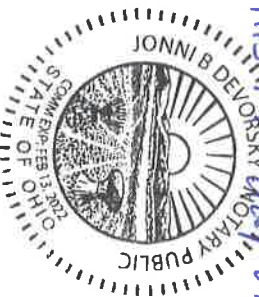


Item 1. 115-5012592-001 Alignment Rack/ Lift Complete

Sworn to and personally appeared before me on this 14th day of August 2017.

Jonni B Devorsky

Commission expires: February 13, 2022



Before



After



Item 9 KRA2407PC Roll Cab Box



Item 8 KRL7022 Roll Cab Box

Sworn to and personally appeared before on this 19th day of August 2017.
Jonni B Devorsky
Commission expired: Feb. 13, 2022

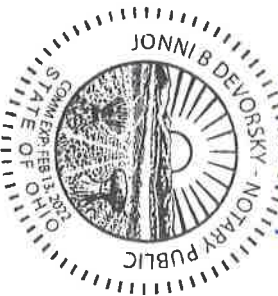


EXHIBIT 2**IN THE COURT OF COMMON PLEAS****FILED****LAKE COUNTY, OHIO**

2016 DEC 23 P 2:39

**CHAD M. LEONARD HOLDINGS,
INC., et al.**

Plaintiffs,

vs.

ALBERT C. ROHALEY, et al.

Defendants.

CASE NO. 15 CV 001937
CONSOLIDATED WITH 16 CV 000126**OPINION AND JUDGMENT ENTRY**

December 23, 2016

A show cause hearing was held before this court on November 16, 2016. Plaintiffs were Chad M. Leonard (Leonard) and Chad M. Leonard Holdings, Inc. Defendants were Albert C. Rohaley, II (Rohaley), and Rohaley and Son Automotive, Inc. Defendants did not file a brief in opposition to plaintiffs' initial motion for a show cause hearing. At issue is whether Rohaley should be held in indirect civil and criminal contempt for failing to comply with the terms of a stipulated prohibitory preliminary injunction filed by this court on May 24, 2016.

Rohaley and Son Automotive, Inc. is a subchapter S corporation formed in December 2013 for the purpose of operating an automobile repair business. It opened for business the first week of January 2014 and quickly became a profitable business. Rohaley and Chad M. Leonard Holdings, Inc. are fifty percent owners with each holding 250 shares. Rohaley has extensive experience in vehicle repairs and is the agent, president and treasurer of the company. Chad M. Leonard, the president of Chad M. Leonard Holdings, Inc., is the vice president and secretary of Rohaley and Son Automotive, Inc. Chad M. Leonard Holdings, Inc. provided the start up money to open up the business which was set up in Mentor, Ohio. Chad M. Leonard Holdings, Inc. considered the start up money to be a loan (\$54,000) that was to be paid back. No written documents or testimony by Leonard were provided as evidence of this claim. Rohaley did testify that he stopped paying on this 'loan' in August 2015. It is unknown if any dividends or distributions were made to the shareholders.

Disputes between Rohaley and Leonard arose early in 2015 and their relations gradually became unworkable. Leonard claims he was essentially excluded from the business site by the summer of 2015. Fearing that funds and assets of the business was being diverted by Rohaley,

15CV1937.wpd

Sworn to and personally appeared before me on the 17th day of August 2017.

Joni B Devorsky

commission expires: Feb. 13, 2022



EXHIBIT 2

was a 5,800 square foot facility with six automobile lifts. It is likely that all that is left of the old facility is the six automobile lifts and various bills. Rohaley testified that both he and Leonard personally guaranteed the debts of the old business. It is unknown if the debts of the old company (Rohaley and Son Automotive, Inc.) has been paid off.

Rohaley testified that the phone number to Rohaley and Son Automotive, Inc. was disconnected on November 15, 2016 and that calls to that number were automatically forwarded to his cell phone number. This had the effect of diverting customers to the new business. This was done by Rohaley without Leonard's permission because Leonard was not paying the bills. Exhibit BB is a photograph of the door to the old facility with a hand lettered sign directing customers to go to the 'new' location across the street. Rohaley testified that he put the sign up. Exhibit CC is a photograph showing the sign for the new business. Rohaley testified that he shut down the old facility and moved across the street because Leonard was unreasonable.

As mentioned above, customers calling the old business were diverted to the new business. Evidence also shows that the new business (Rohaley's Auto & Truck Repair LLC) intended to move into the old facility at the beginning of 2017 after the lease expired for Rohaley and Son Automotive, Inc. Exhibit FF is an affidavit of Christina Smith who called Rohaley and Son Automotive, Inc. on Monday, October 31, 2016 at 2:08 p.m. The number she called was 440-266-0000 which was the phone number listed on Rohaley and Son Automotive, Inc.'s website (<http://rohaleyandsonautomotive.com>). An individual named "Al" answered the phone and said that business had moved across the street from its original location. "Al" said the move was temporary until the lease expired and then they would be moving back into the old spot. Exhibit GG is an affidavit of Christopher Veray. He called Rohaley and Son Automotive, Inc. at 440-266-0000 on Thursday, November 3, 2016. "Al" came on the line and stated that the shop moved across the street, down one building from the old locations, diagonal from where the original shop was located. "Al" explained that they could not do coolant flush because they had just moved and downsized temporarily for a couple of months. The coolant system on Veray's car could not be done until beginning of the year.

The court finds beyond a reasonable doubt that Rohaley stripped the old business and facility of some of its repair parts and all of its employees and moved them to a nearby facility. This was contrary to the intent of the preliminary injunction to maintain the status quo and maintain the business as a going concern. Since these events occurred after the date of the preliminary injunction, the court finds Rohaley in indirect criminal contempt for violating paragraph (b) and (c) of the preliminary injunction by removing parts and closing the old business.

15CV1937 wpd

9

Sworn to and personally appeared before on this 17th day of August 2017.

Jonni B. Devorsky

Commission expires: Feb. 13, 2022



EXHIBIT 3

1

IN THE OFFICE OF THE UNITED STATES TRUSTEE
State of Ohio
City of Cleveland

IN RE:

Case No. 17-10514

ALBERT CHARLES ROMALEY, II

Cleveland, Ohio

Debtor.

March 2, 2017

* * * * *

TRANSCRIPT OF PROCEEDINGS
HELD BEFORE THE TRUSTEE DAVID O. SIMON

APPEARANCES:

GLENN E. FORBES, ESQ.
For the Debtor

CHAD M. LEONARD

LISA D. SUMMERS, ESQ.

Transcribed by:

Legal Electronic Recording, Inc.
5230 St. Clair Avenue
Cleveland, Ohio 44103
(216) 881-8000 Fax 881-DEPO (3376)

Proceeding recorded by electronic sound recording,
transcript produced by transcription service.
Job No. 17E4057

LEGAL ELECTRONIC RECORDING, INC. 216-881-8000

Sworn to and personally appeared before me on the 19th day of August 2017.

Janis B Devorsky
Commission expires: Feb. 13, 2022



EXHIBIT 3

4

1 Q Any dependents?
2 A No.
3 Q Are you employed?
4 A No.
5 Q All right. How long you been out of work?
6 A October 28, 2016.
7 Q Okay. Does your wife work?
8 A Yes.
9 Q And where does she work?
10 A America's Best Opticians. She's a licensed
11 optician.
12 Q How often is she paid, do you know?
13 A Bi-weekly.
14 Q Approximately how much she brings home in a
15 paycheck, do you know?
16 A Approximately --
17 Q Round number, ballpark.
18 A It varies between 750-900.
19 Q Okay. Any other sources of income in the
20 household?
21 A At this time, no.
22 Q All right. Have you been in bankruptcy in the
23 past 10 years?
24 A No.
25 Q What caused you to file this bankruptcy?

Sworn to and personally appeared before me on this 17th day of August 2012.
Miri B. Devorsky
Commission expires Feb. 13, 2022

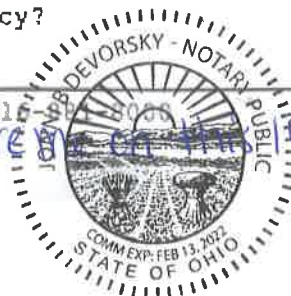


EXHIBIT 3

13

1 A No.

2 Q Do you own any stocks or bonds or other
3 securities?

4 A No.

5 Q Do you have any interest in an entity called the
6 Rohaley Family Trust?

7 A Correct.

8 Q What is that?

9 A That is --

10 Q I mean, I know it's a trust, but what --

11 A It's a trust. It's my father's house.

12 Q Okay. And what is your interest, if you know?

13 A When the house is sold, my -- whatever we sell it
14 for, 20 percent is supposed to come to me.

15 Q Okay. And who's we?

16 A My two sisters and myself.

17 Q Okay. So the three of you have interest in the
18 house now?

19 A Correct.

20 Q Is your father still with us?

21 A No, he passed away two and a half years ago.

22 Q So is that what the trust provides, that once he
23 passes away, the three of you sell it?

24 A Yes.

25 Q And is the house on the market?

LEGAL ELECTRONIC RECORDING, INC. 216-687-1111

Sworn to and personally appeared before me on the 13 day of August 2012.

John B. Devorsky

commission expires Feb. 13, 2022



EXHIBIT 3

19

1 deal on a buyout.

2 Q Okay.

3 A And, unfortunately, it went in front of Judge
4 Collins and Judge Collins basically said that if we
5 can't come to a conclusion of what we're going to do
6 with the business and a direction that we're going to
7 go, then he would appoint a receiver and the receiver
8 would take over the business and we're out.

9 Q Okay. Was a receiver appointed?

10 A No, he never appointed a receiver.

11 Q Okay. But the business closed down?

12 A I closed it.

13 Q Why did you close it?

14 A Because, one, I couldn't wait for him to appoint a
15 receiver.

16 Q Okay.

17 A All right. And number two, I just couldn't run
18 the business anymore.

19 Q Okay. What's there? What is there at the
20 physical location of Rohaley & Son?

21 A A lot of equipment.

22 Q Okay.

23 A You want a list?

24 Q I'm sure you have one. No, I'm not going to write
25 it down. You're going to write it down and give it

Sworn to and personally appeared before me on the 19th day of August 2017. *Jonni B Devorsky*
Commission Expires: Feb. 13, 2022



EXHIBIT 4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN THE COURT OF COMMON PLEAS

LAKE COUNTY, OHIO

CHAD M. LEONARD & CHAD M. LEONARD HOLDINGS, INC.,

Plaintiff,

vs. CASE NO. 15CV 1937

ALBERT ROHALEY,

Defendant.

TRANSCRIPT OF PROCEEDINGS

BE IT REMEMBERED, that heretofore, to-wit:

On Wednesday, November 16, 2016, being one of the regular
days of said Court, before the Honorable Richard L.
Collins, Jr., one of the Judges of said Court, the
above-entitled cause came on for purposes of
a show cause hearing.

Luanne M. Peairs, Official Court Reporter
Lake County Courthouse
Painesville, OH 44077
(440)350-2720



Sworn to and personally appeared before on the 13th day of
August 2017
Onni B. Devorsky
Commission expires Feb. 13, 2022

EXHIBIT 4

1 Q. And clearly says she represents both you and Rohaley &
2 Son Automotive?

3 A. Correct.

4 Q. So, the sign you put up basically said the location
5 moved across the street?

6 A. We moved.

7 Q. Was anything taken from the shop in that move?

8 A. Just the technicians tools.

9 Q. So, there were things removed from the location?

10 A. We can't keep the guys from not working and they own
11 their tools and their toolboxes.

12 Q. Ballpark, how much was taken out of the store?

13 A. I can't tell you that. I don't know.

14 Q. Were you there?

15 A. No.

16 Q. Were you watching them while they were taking things?

17 A. I can't tell you that, I don't know. I wasn't there.

18 Q. Do any of those employees work for you now?

19 A. Yes, they all do.

20 Q. All work at the new location?

21 A. Yes.

22 Q. Your testimony as you sit here today is they removed
23 things, you don't know what it is, but they took things
24 out of the store?

25 A. They took their tools that they had there. They took

Luanne M. Peairs, Official Court Reporter
Lake County Courthouse
Painesville, OH 44077
(440)350-2720

Sworn to and personally appeared before on this 14th day of
August 2017. John B. Devorsky
Commission Expires: Feb. 13, 2022



Exhibit 5

CONDITION OF ROMALEY AND SON AUTOMOTIVE

2634 TWINBROOK ROAD

MENTOR, OHIO 44060

JANUARY 3, 2017

James B. Romaley James B. Romaley James B. Romaley
PRINTED NAME SIGNATURE TITLE/CAPACITY

Grik L. Walter Grik L. Walter Lanyon
PRINTED NAME SIGNATURE TITLE/CAPACITY

GILL LEONARD STANLEY GILL LEONARD STANLEY GILL LEONARD STANLEY
PRINTED NAME SIGNATURE TITLE/CAPACITY

Chad M. Leonard Chad M. Leonard Chad M. Leonard
PRINTED NAME SIGNATURE TITLE/CAPACITY

PRINTED NAME SIGNATURE TITLE/CAPACITY

PRINTED NAME SIGNATURE TITLE/CAPACITY

PRINTED NAME SIGNATURE TITLE/CAPACITY

1/1

Sworn to and personally appeared before me on this 17th day of August 2017.

Jonni B Devorsky

Commission expires: Feb. 13, 2022



EXHIBIT 6**APRIL 25, 27, 28, & May 2, 2017**

NAME	STREET ADDRESS	CITY	STATE	ZIP	RELATIONSHIP
CHAD M. LEONARD	7481 BRENNEL DR	MENTOR	OH		44060 OWNER
GALE LEONARD STAWERY	7481 BRENNEL DR	MENTOR	OH		44060 HOLDINGS CO SECRETARY
JESSICA THOMAS	107 JOHNSON AVE	CUYAHOGA FALLS	OH		44221 WORKERS
KIM AGNEW	1237 HUNTERS LAKE E	CUYAHOGA FALLS	OH		44221 WORKERS
MELISSA LARSON	1007 BROADWAY E	CUYAHOGA FALLS	OH		44221 WORKERS
JESSICA PIZZI	7500 BRENNEL DR	MENTOR	OH		44060 WORKERS
VINCENT GIGLIOTTI	9180 WILLIAMS RD.	CHARDON	OH		44024 WORKERS
JOE GIGLIOTTI	9171 WILLIAMS RD	CHARDON	OH		44024 WORKERS
SHIRLEY CERIAN	6815 FIRESIDE CT.	MENTOR	OH		44060 WORKERS
PAULA USKO	334 W. PARKWAY DR.	MADISON	OH		44057 WORKERS
ROBERT HEETER (Jr)	5529 REEF RD	MENTOR ON THE LAKE	OH		44060 CONTRACTOR
MIKE RASHB	6431 HOPKINS RD	MENTOR	OH		44060 CONTRACTOR
KYLE HEETER	5754 BIRCHWOOD RD	MENTOR	OH		44060 CONTRACTOR
C&C SCRAP IRON & SON	11529 KELTON	CLEVELAND	OH		44106 CONTRACTOR
ANTONIO CRAWFORD	1793 GREEN RD	MADISON	OH		44057 WORKERS
SHANE GILES	8648 TYLER BLVD.	MENTOR ON THE LAKE	OH		44060 WORKERS
ERIC WALTER	60 S. PARKPLACE	PAINEVILLE	OH		44060 ATTORNEY
CHRIS RESHKE	8500 CIVIC CENTER BLVD	MENTOR	OH		44060 BAILIFF
MIKE LEVAN (LANDLORD)	888 E. 70TH ST	CLEVELAND	OH		44103 DAVIE DEE CORP.
CADEN USKO	334 W. PARKWAY DR.	MADISON	OH		44057 WORKERS

Sworn to and personally appeared before me on this 17th day of August 2017.

Jonni B Devorsky

Commission expires: Feb. 13, 2022



RSA SNAP ON PAYMENTS
2014 - 10/2016

Snap On Credit		Alignment Machine		Balance & Tire Machine			Snap On Kurt		SNAP ON CASH SALES		
Posting Date	Check No.	Amt. Paid		Posting Date	Check No.	Amt. Paid		Posting Date	Check No.	Amt. Paid	Cash Amt.
2014											
*	CML	1984.06						1/27/2014	1020	700.00	
4/28/2014	1165	992.03						2/3/2014	1036	1000.00	
5/30/2014	1230	992.03						2/24/2014	1065	700.00	
6/23/2014	1261	992.03						3/31/2014	1107	700.00	
7/29/2014	1328	992.03						4/21/2014	1159	700.00	
9/2/2014	1378	992.03						5/27/2014	1221	1000.00	
9/25/2014	1424	992.03						6/30/2014	1272	1000.00	
10/31/2014	1498	2395.92						7/28/2014	1321	1000.00	
12/4/2014	1574	992.03						8/25/2014	1369	1200.00	
								9/29/2014	1431	2650.00	
								10/20/2014	1471	1200.00	
								11/24/2014	1552	1200.00	
								12/22/2014	1602	1200.00	
2015											
1/6/2015	1613	992.03		4/2/2015	1790	1197.96		1/26/2015	1688	1200.00	
1/20/2015	1658	992.03		5/1/2015	1845	1197.96		2/2/2015	1679	450.00	
4/2/2015	1792	992.03		6/1/2015	1894	1197.96		2/23/2015	1712	1350.00	
5/1/2015	1844	992.03		6/30/2015	1946	1197.96		3/23/2015	1777	1200.00	
6/1/2015	1893	992.03		8/3/2015	1996	1197.96		4/20/2015	1826	1200.00	
6/30/2015	1945	992.03		8/31/2015	2052	1197.96		5/26/2015	1885	1200.00	
8/31/2015	2051	992.03		10/5/2015	1037	1197.96		6/22/2015	1931	1200.00	
11/3/2015	1083	992.03		11/5/2015	1085	1197.96		7/20/2015	1988	1200.00	
12/7/2015	1125	992.03		12/7/2015	1124	1197.96		9/5/2015	1036	1000.00	
12/29/2015	1156	992.03						10/26/2015	1078	1200.00	
								11/23/2015	1111	1200.00	
								12/28/2015	1162	1260.00	
2016											
2/8/2016	1206	992.03						1/26/2016	1200	1300.00	
2/29/2016	1232	992.03						2/22/2016	1227	1500.00	
4/1/2016	1282	992.03						3/21/2016	1274	1300.00	
5/3/2016	1332	992.03						4/18/2016	1308	1300.00	
5/27/2016	1373	992.03						5/31/2016	1378	1300.00	
6/21/2016	1403	992.03						6/27/2016	1418	1300.00	
7/22/2016	1459	992.03						7/25/2016	1472	1300.00	
8/16/2016	1482	992.03						8/22/2016	1514	1300.00	
10/19/2016	1599	992.03						9/26/2016	1572	1300.00	
10/19/2016	1600	992.03						10/24/2016	1627	701.76	

\$ 31,164.79

Paid in Full
\$ 10,781.64

\$ 40,511.76

Total
\$ 82,458.19

Sworn to and personally appeared on this 17th day of August 2017.

Jonni B Devorsky

Commission expires: Feb. 13, 2022



CHAD M LEONARD HOLDINGS INC
7481 BRENEL DR
MENTOR, OH 44060-7256

12-13

5006

6-12/410
369

Jan 4, 2014 Date

Pay to the
Order of

Emp-on Equipment

\$

1,984.08



Security
Features
Details on
Back



PNC Bank, N.A. 070

For *F&F part. Repskey & Son*

John Edward - Stamp

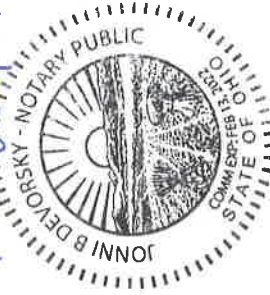
⑆041000124⑆ 4105139496⑈

5006

Sworn to and personally appeared before on this 17th day of August 2017.

John B Devorsky

Commission expires: February 13, 2022



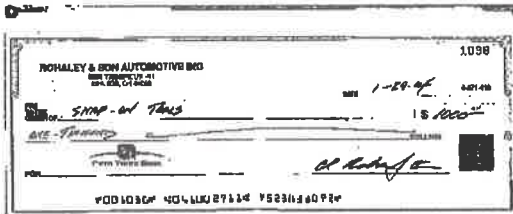
Checks 2014 Tools



POSTED TO THE CREDIT OF
1-25-14
581011761

Posting Date 2014 Jan 27 Posting Check Number
1020 Amount \$700.00

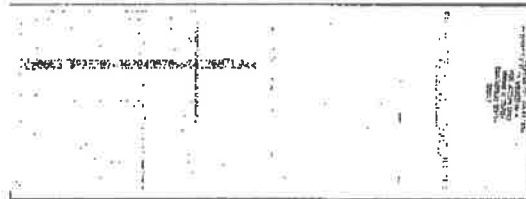
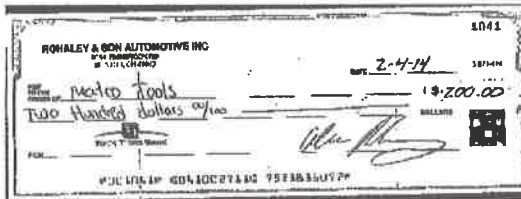
Posting Date 2014 Jan 27 Posting Check Number
1020 Amount \$700.00



POSTED TO THE CREDIT OF
1-29-14
571003342

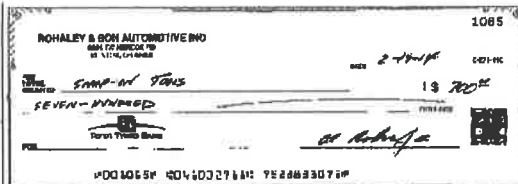
Posting Date 2014 Feb 03 Posting Check Number
1036 Amount \$1,000.00

Posting Date 2014 Feb 03 Posting Check Number
1036 Amount \$1,000.00



Posting Date 2014 Feb 10 Posting Check Number
1041 Amount \$200.00

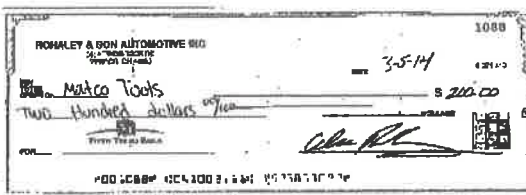
Posting Date 2014 Feb 10 Posting Check Number
1041 Amount \$200.00



POSTED TO THE CREDIT OF
2-19-14
561013459

Posting Date 2014 Feb 24 Posting Check Number
1065 Amount \$700.00

Posting Date 2014 Feb 24 Posting Check Number
1065 Amount \$700.00



Posting Date 2014 Mar 10 Posting Check Number
1088 Amount \$200.00

Posting Date 2014 Mar 10 Posting Check Number
1088 Amount \$200.00

Sworn to and personally appeared before on this 27th day
August 2017.
Jonni B Devorsky
Commission expires: Feb. 13, 2022



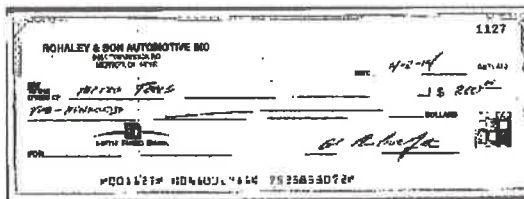
Checks 2014 Tools



Posting Date 2014 Mar 31 Posting Check Number 1107 Amount \$700.00

POSTED BY: C. R. TOLSON JR.
DATE: 3-27-14
AMOUNT: \$700.00
CHECK NO: 1107

Posting Date 2014 Mar 31 Posting Check Number 1107 Amount \$700.00



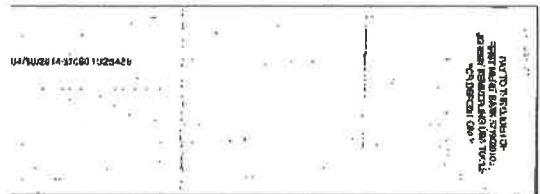
Posting Date 2014 Apr 07 Posting Check Number 1127 Amount \$200.00



Posting Date 2014 Apr 07 Posting Check Number 1127 Amount \$200.00



Posting Date 2014 Apr 30 Posting Check Number 1177 Amount \$500.00



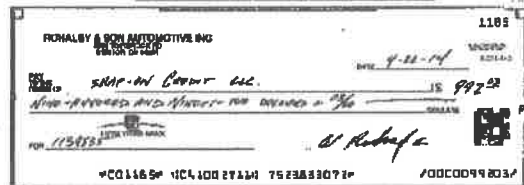
Posting Date 2014 Apr 30 Posting Check Number 1177 Amount \$500.00



Posting Date 2014 Apr 21 Posting Check Number 1159 Amount \$700.00



Posting Date 2014 Apr 21 Posting Check Number 1159 Amount \$700.00



Posting Date 2014 Apr 28 Posting Check Number 1165 Amount \$992.03

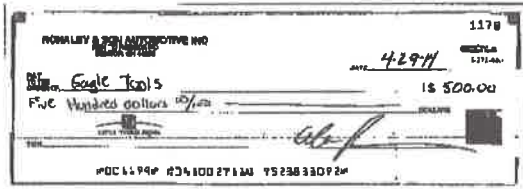


Posting Date 2014 Apr 28 Posting Check Number 1165 Amount \$992.03

Sworn to and personally appeared before
of August 2017.
Jonni B Devorsky
commission expires: Feb. 13, 2022

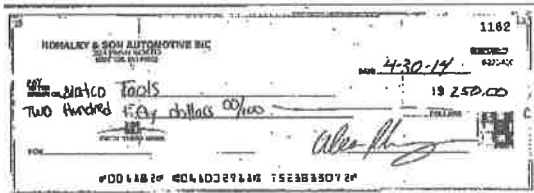


Checks 2014 Tools



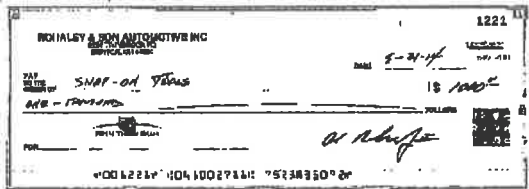
Posting Date 2014 May 05 Posting Check Number 1179 Amount \$500.00

Posting Date 2014 May 05 Posting Check Number 1179 Amount \$500.00



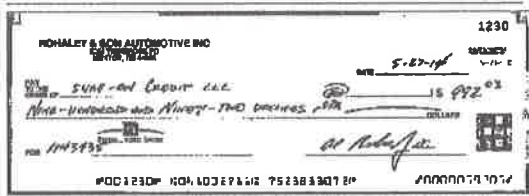
Posting Date 2014 May 05 Posting Check Number 1182 Amount \$250.00

Posting Date 2014 May 05 Posting Check Number 1182 Amount \$250.00



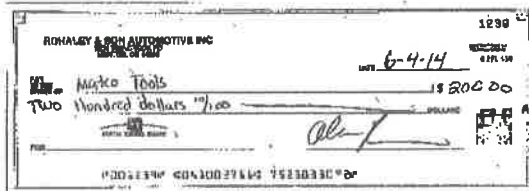
Posting Date 2014 May 27 Posting Check Number 1221 Amount \$1,000.00

Posting Date 2014 May 27 Posting Check Number 1221 Amount \$1,000.00



Posting Date 2014 May 30 Posting Check Number 1230 Amount \$992.03

Posting Date 2014 May 30 Posting Check Number 1230 Amount \$992.03



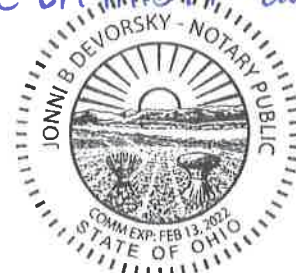
Posting Date 2014 Jun 09 Posting Check Number 1239 Amount \$200.00

Posting Date 2014 Jun 09 Posting Check Number 1239 Amount \$200.00

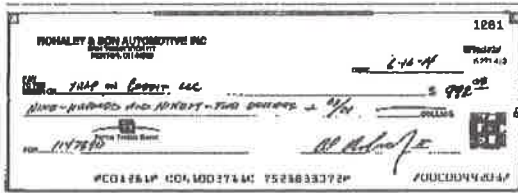
Sworn to and personally appeared before on this 17th day of August 2017.

Jonni B Devorsky

Commission expires: Feb. 13, 2022

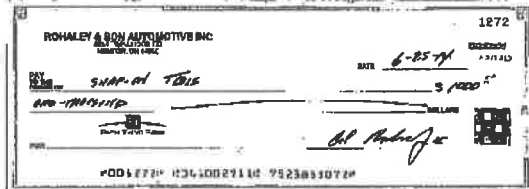


Checks 2014 Tools



Posting Date 2014 Jun 23 Posting Check Number 1261 Amount \$992.03

Posting Date 2014 Jun 23 Posting Check Number 1261 Amount \$992.03



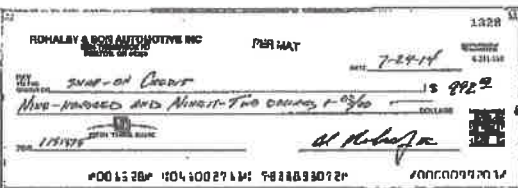
Posting Date 2014 Jun 30 Posting Check Number 1272 Amount \$1,000.00

Posting Date 2014 Jun 30 Posting Check Number 1272 Amount \$1,000.00



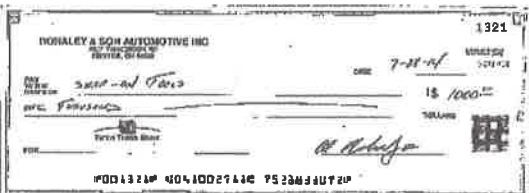
Posting Date 2014 Jul 02 Posting Check Number 1279 Amount \$100.00

Posting Date 2014 Jul 02 Posting Check Number 1279 Amount \$100.00



Posting Date 2014 Jul 29 Posting Check Number 1328 Amount \$992.03

Posting Date 2014 Jul 29 Posting Check Number 1328 Amount \$992.03



Posting Date 2014 Jul 28 Posting Check Number 1321 Amount \$1,000.00

Posting Date 2014 Jul 28 Posting Check Number 1321 Amount \$1,000.00

Sworn to and personally appeared before me on this 17th day of August 2017
Jonni B Devorsky
 Commission expires: Feb. 13, 2022



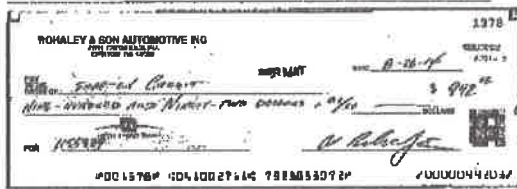
Checks 2014 Tools



Posting Date 2014 Aug 25 Posting Check Number 1369 Amount \$1,200.00



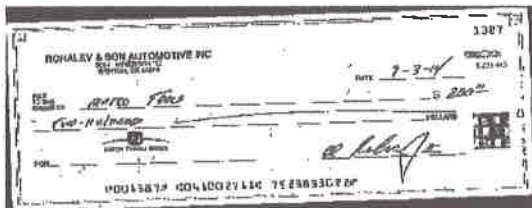
Posting Date 2014 Aug 25 Posting Check Number 1369 Amount \$1,200.00



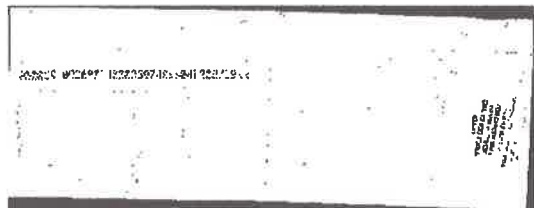
Posting Date 2014 Sep 02 Posting Check Number 1378 Amount \$992.03



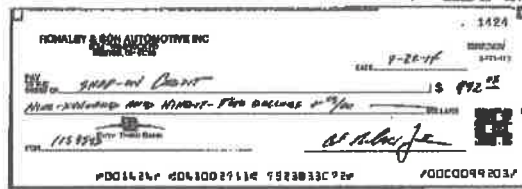
Posting Date 2014 Sep 02 Posting Check Number 1378 Amount \$992.03



Posting Date 2014 Sep 08 Posting Check Number 1387 Amount \$200.00



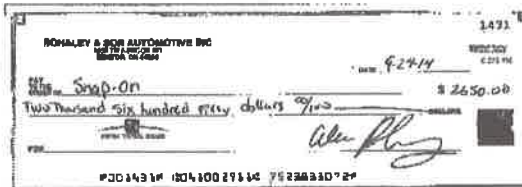
Posting Date 2014 Sep 08 Posting Check Number 1387 Amount \$200.00



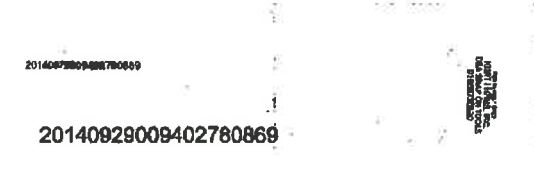
Posting Date 2014 Sep 25 Posting Check Number 1424 Amount \$992.03



Posting Date 2014 Sep 25 Posting Check Number 1424 Amount \$992.03

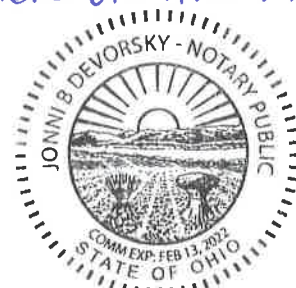


Posting Date 2014 Sep 29 Posting Check Number 1431 Amount \$2,650.00

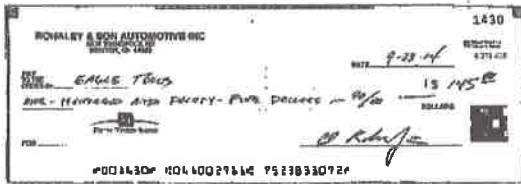


Posting Date 2014 Sep 29 Posting Check Number 1431 Amount \$2,650.00

Sworn to and personally appeared before on this 17th day of August 2017.
Jon B Devorsky
 Commission expires: Feb. 13, 2022



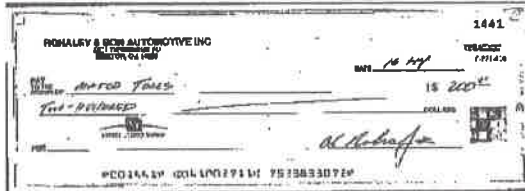
Checks 2014 Tools



Posting Date 2014 Sep 29 Posting Check Number 1430 Amount \$145.90



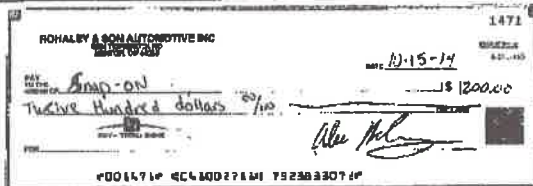
Posting Date 2014 Sep 29 Posting Check Number 1430 Amount \$145.90



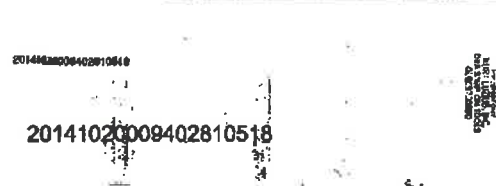
Posting Date 2014 Oct 06 Posting Check Number 1441 Amount \$200.00



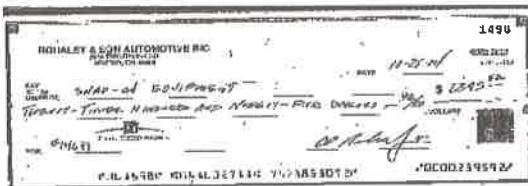
Posting Date 2014 Oct 06 Posting Check Number 1441 Amount \$200.00



Posting Date 2014 Oct 20 Posting Check Number 1471 Amount \$1,200.00



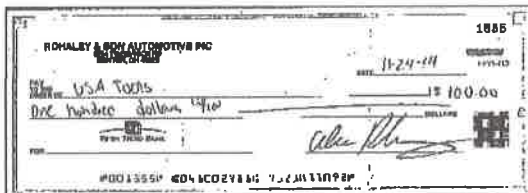
Posting Date 2014 Oct 20 Posting Check Number 1471 Amount \$1,200.00



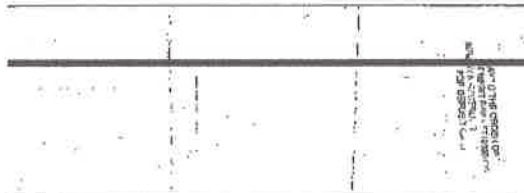
Posting Date 2014 Oct 31 Posting Check Number 1498 Amount \$2,395.92



Posting Date 2014 Oct 31 Posting Check Number 1498 Amount \$2,395.92



Posting Date 2014 Nov 26 Posting Check Number 1555 Amount \$100.00



Posting Date 2014 Nov 26 Posting Check Number 1555 Amount \$100.00

Sworn to and personally appeared before me on this 17th day of August 2017.

Jonni B Devorsky

Commission expires: Feb. 13, 2022



Checks 2014 Tools




20141222009402702510

20141222009402702510

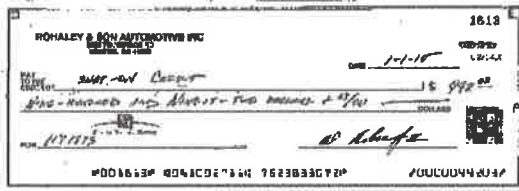
Posting Date 2014 Dec 22 Posting Check Number
1602 Amount \$1,200.00

Posting Date 2014 Dec 22 Posting Check Number
1602 Amount \$1,200.00


Sworn to and personally appeared before on this 17th day of August 2017.
Jonni B Devorsky
Commission expires: Feb. 13, 2022



#3072 2015 TOOL CO CHECKS



Posting Date 2015 Jan 06 Posting Check Number 1613 Amount \$992.03

Posting Date 2015 Jan 06 Posting Check Number 1613 Amount \$992.03



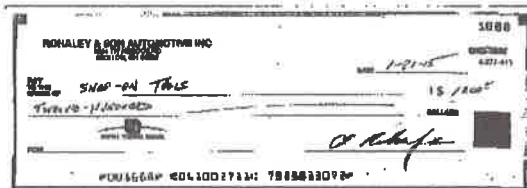
Posting Date 2015 Jan 20 Posting Check Number 1658 Amount \$992.03

Posting Date 2015 Jan 20 Posting Check Number 1658 Amount \$992.03



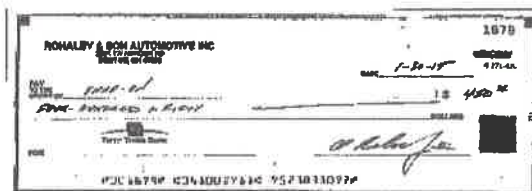
Posting Date 2015 Jan 26 Posting Check Number 1671 Amount \$220.00

Posting Date 2015 Jan 26 Posting Check Number 1671 Amount \$220.00



Posting Date 2015 Jan 26 Posting Check Number 1668 Amount \$1,200.00

Posting Date 2015 Jan 26 Posting Check Number 1668 Amount \$1,200.00



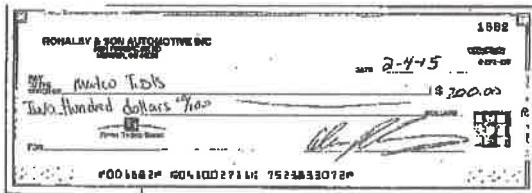
Posting Date 2015 Feb 02 Posting Check Number 1679 Amount \$450.00

Posting Date 2015 Feb 02 Posting Check Number 1679 Amount \$450.00

Sworn to and personally appeared before me on this 17th day of August 2017.
John B Devorsky
 Commission expires: Feb. 13, 2022



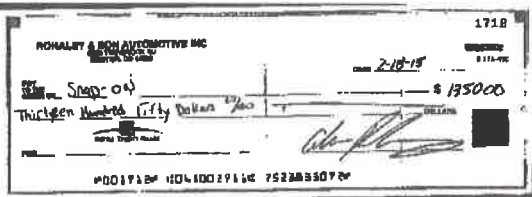
#3072 2015 TOOL CO CHECKS



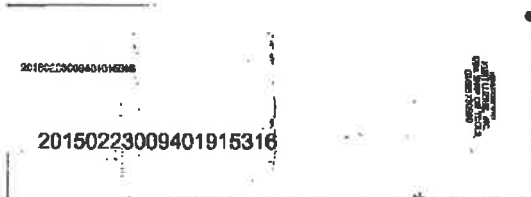
Posting Date 2015 Feb 10 Posting Check Number 1682 Amount \$200.00



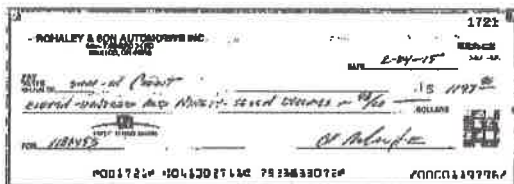
Posting Date 2015 Feb 10 Posting Check Number 1682 Amount \$200.00



Posting Date 2015 Feb 23 Posting Check Number 1712 Amount \$1,350.00



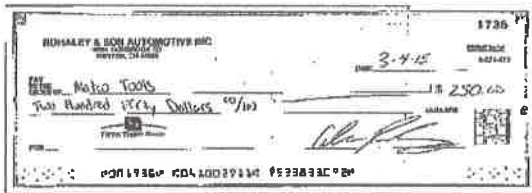
Posting Date 2015 Feb 23 Posting Check Number 1712 Amount \$1,350.00



Posting Date 2015 Feb 27 Posting Check Number 1721 Amount \$1,197.96



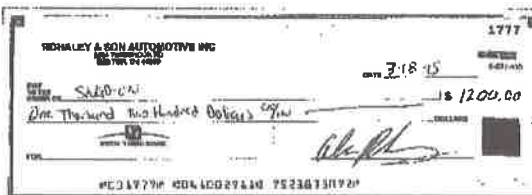
Posting Date 2015 Feb 27 Posting Check Number 1721 Amount \$1,197.96



Posting Date 2015 Mar 11 Posting Check Number 1736 Amount \$250.00



Posting Date 2015 Mar 11 Posting Check Number 1736 Amount \$250.00



Posting Date 2015 Mar 23 Posting Check Number 1777 Amount \$1,200.00

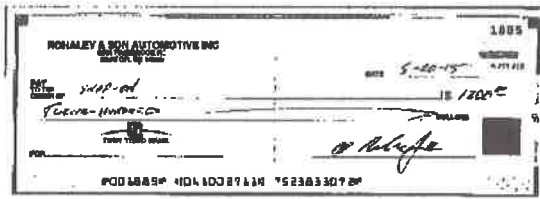


Posting Date 2015 Mar 23 Posting Check Number 1777 Amount \$1,200.00

Sworn to and personally appeared before on this 17th day of August 2017
 [Signature]
 Commission expires: Feb. 13, 2022



#3072 2015 TOOL CO CHECKS

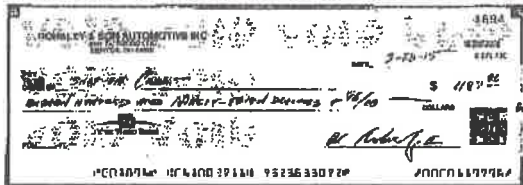


Posting Date 2015 May 26 Posting Check Number 1885 Amount \$1,200.00

20150526009403810422

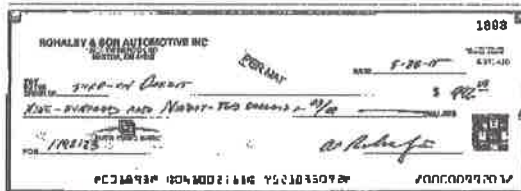
20150526009403810422

Posting Date 2015 May 26 Posting Check Number 1885 Amount \$1,200.00



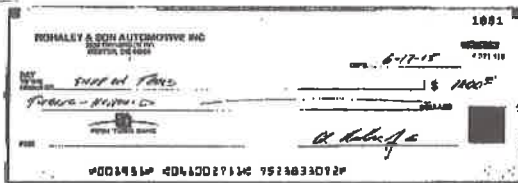
Posting Date 2015 Jun 01 Posting Check Number 1894 Amount \$1,197.96

Posting Date 2015 Jun 01 Posting Check Number 1894 Amount \$1,197.96



Posting Date 2015 Jun 01 Posting Check Number 1893 Amount \$992.03

Posting Date 2015 Jun 01 Posting Check Number 1893 Amount \$992.03



Posting Date 2015 Jun 22 Posting Check Number 1931 Amount \$1,200.00

Posting Date 2015 Jun 22 Posting Check Number 1931 Amount \$1,200.00



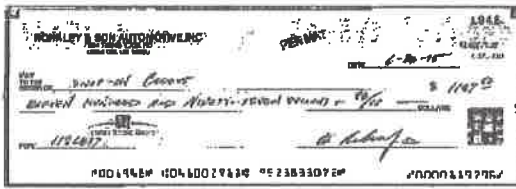
Posting Date 2015 Jun 30 Posting Check Number 1945 Amount \$992.03

Posting Date 2015 Jun 30 Posting Check Number 1945 Amount \$992.03

Sworn to and personally appeared before on this 17th day of August 2017.
Jon B Devorsky
 Commission expires: Feb-13-2022

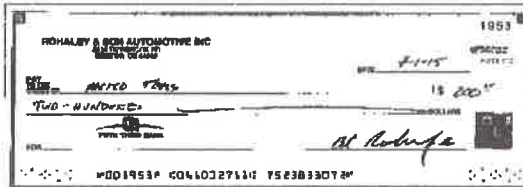


#3072 2015 TOOL CO CHECKS



Posting Date 2015 Jun 30 Posting Check Number 1946 Amount \$1,197.96

Posting Date 2015 Jun 30 Posting Check Number 1946 Amount \$1,197.96



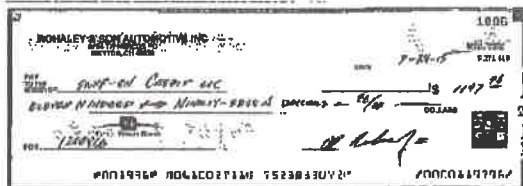
Posting Date 2015 Jul 06 Posting Check Number 1953 Amount \$200.00

Posting Date 2015 Jul 06 Posting Check Number 1953 Amount \$200.00



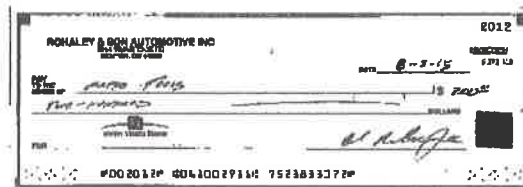
Posting Date 2015 Jul 20 Posting Check Number 1988 Amount \$1,200.00

Posting Date 2015 Jul 20 Posting Check Number 1988 Amount \$1,200.00



Posting Date 2015 Aug 03 Posting Check Number 1996 Amount \$1,197.96

Posting Date 2015 Aug 03 Posting Check Number 1996 Amount \$1,197.96



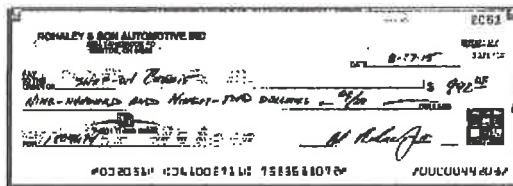
Posting Date 2015 Aug 10 Posting Check Number 2012 Amount \$200.00

Posting Date 2015 Aug 10 Posting Check Number 2012 Amount \$200.00

Sworn to and personally appeared before me on the 10th day of August 2017
Jonni B Devorsky
 Commission expires Feb. 13, 2022



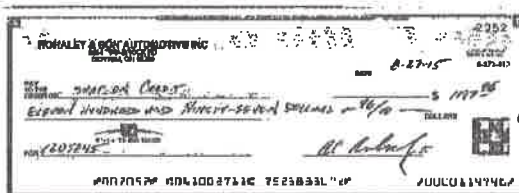
#3072 2015 TOOL CO CHECKS



⑆032035⑆ ⑆0341002711⑆ 751351107⑆

Posting Date 2015 Aug 31 Posting Check Number
2051 Amount \$992.03

Posting Date 2015 Aug 31 Posting Check Number
2051 Amount \$992.03



⑆032035⑆ ⑆0341002711⑆ 751351107⑆

Posting Date 2015 Aug 31 Posting Check Number
2052 Amount \$1,197.96

Posting Date 2015 Aug 31 Posting Check Number
2052 Amount \$1,197.96

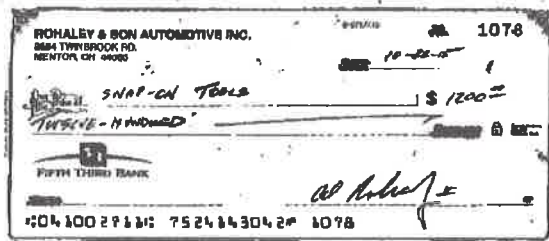
Carl [Signature]
Sworn to and personally appeared before on this 17th day of
August 2017.

Jonni B Devorsky

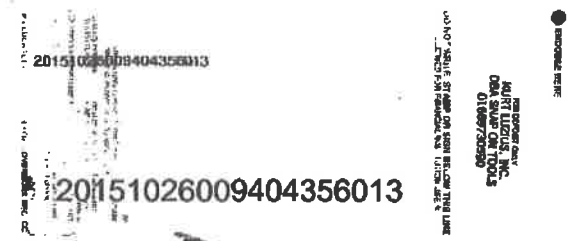
Commission expires: Feb. 13, 2022



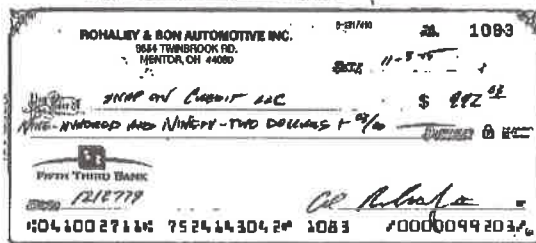
#3042 2015 TOOL CO CHECKS



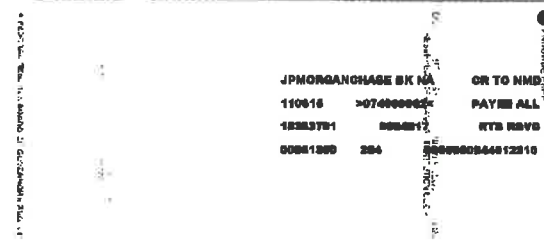
Posting Date 2015 Oct 26 Posting Check Number 1078 Amount \$1,200.00



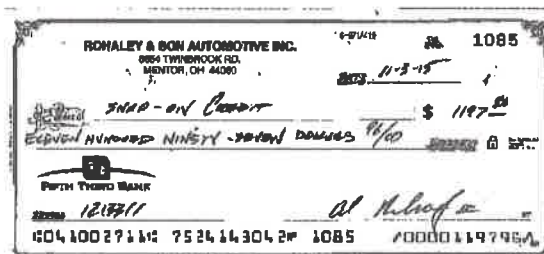
Posting Date 2015 Oct 26 Posting Check Number 1078 Amount \$1,200.00



Posting Date 2015 Nov 05 Posting Check Number 1083 Amount \$992.03



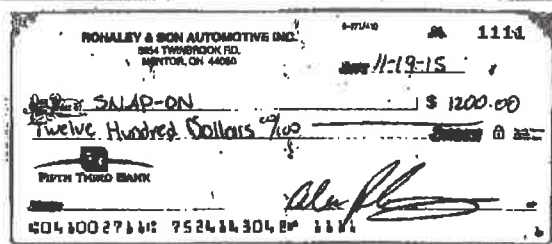
Posting Date 2015 Nov 05 Posting Check Number 1083 Amount \$992.03



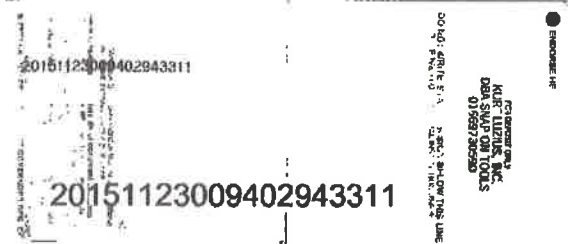
Posting Date 2015 Nov 05 Posting Check Number 1085 Amount \$1,197.96



Posting Date 2015 Nov 05 Posting Check Number 1085 Amount \$1,197.96



Posting Date 2015 Nov 23 Posting Check Number 1111 Amount \$1,200.00



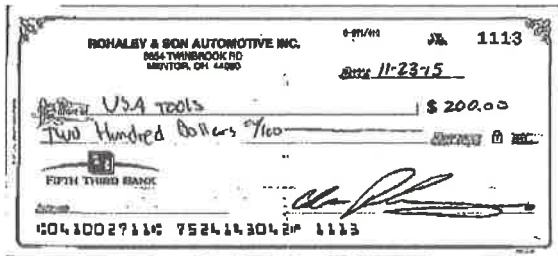
Posting Date 2015 Nov 23 Posting Check Number 1111 Amount \$1,200.00

[Signature] Aug 17 2017

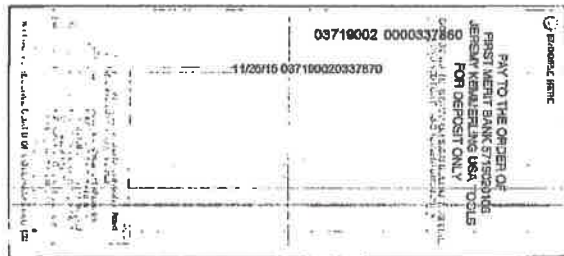
Sworn to and personally appeared before me on the 17th day of August 2017. *[Signature]*
Commission expires: Feb. 13, 2022



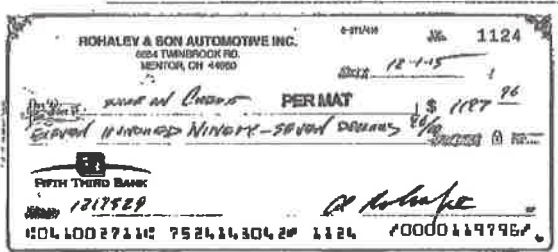
#3042 2015 TOOL CO CHECKS



Posting Date 2015 Nov 25 Posting Check Number 1113 Amount \$200.00



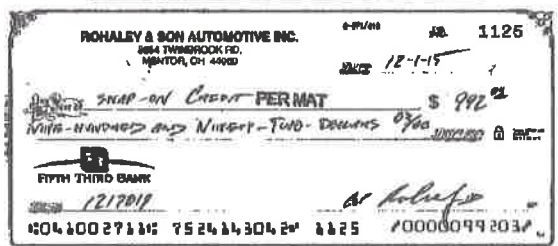
Posting Date 2015 Nov 25 Posting Check Number 1113 Amount \$200.00



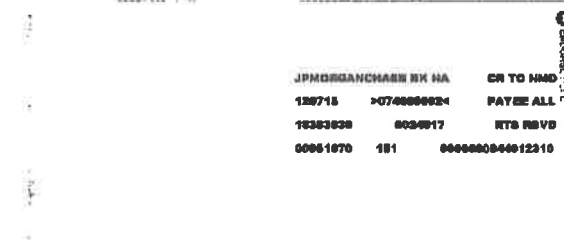
Posting Date 2015 Dec 07 Posting Check Number 1124 Amount \$1,197.96



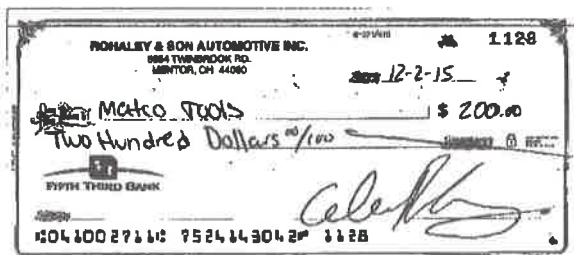
Posting Date 2015 Dec 07 Posting Check Number 1124 Amount \$1,197.96



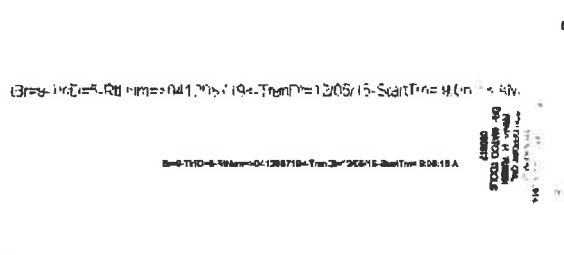
Posting Date 2015 Dec 07 Posting Check Number 1125 Amount \$992.03



Posting Date 2015 Dec 07 Posting Check Number 1125 Amount \$992.03



Posting Date 2015 Dec 08 Posting Check Number 1128 Amount \$200.00



Posting Date 2015 Dec 08 Posting Check Number 1128 Amount \$200.00

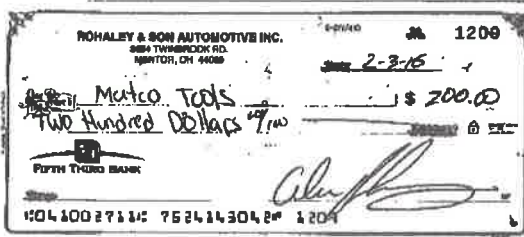
Sworn to and personally appeared before me on this 17th day of August 2017.

Jonni B Devorsky

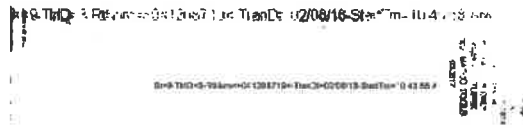
Commission expires: Feb. 13, 2022



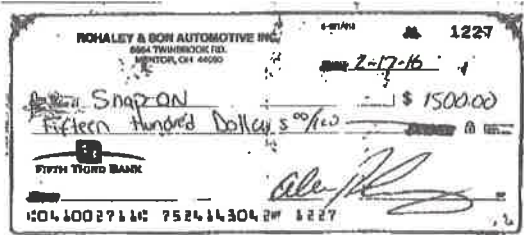
#3042 2016 TOOL CO CHECKS



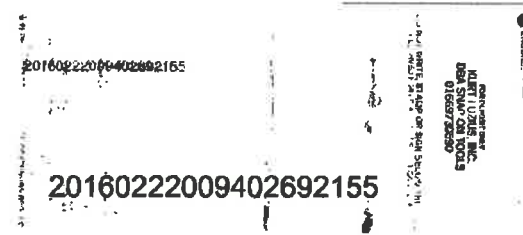
Posting Date 2016 Feb 09 Posting Check Number 1209 Amount \$200.00



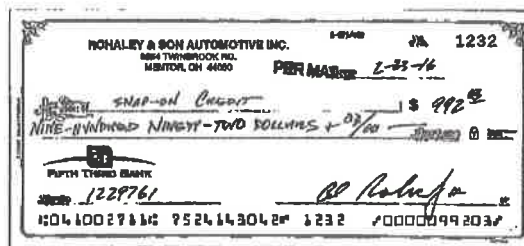
Posting Date 2016 Feb 09 Posting Check Number 1209 Amount \$200.00



Posting Date 2016 Feb 22 Posting Check Number 1227 Amount \$1,500.00



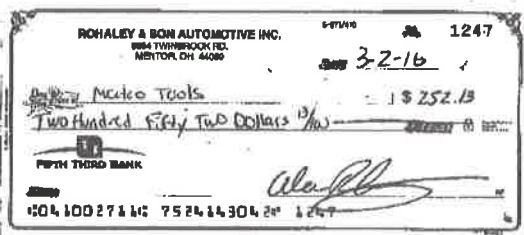
Posting Date 2016 Feb 22 Posting Check Number 1227 Amount \$1,500.00



Posting Date 2016 Feb 29 Posting Check Number 1232 Amount \$992.03



Posting Date 2016 Feb 29 Posting Check Number 1232 Amount \$992.03



Posting Date 2016 Mar 07 Posting Check Number 1247 Amount \$252.13



Posting Date 2016 Mar 07 Posting Check Number 1247 Amount \$252.13

[Signature] Aug 17 2017

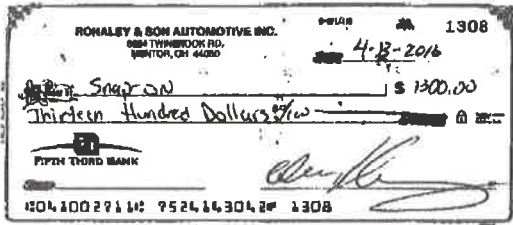
Sworn to and personally appeared before me on this 17th day of August 2017.

[Signature] Joni B Devorsky

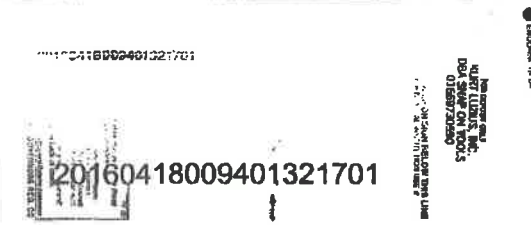
Commission expires: Feb. 13, 2022



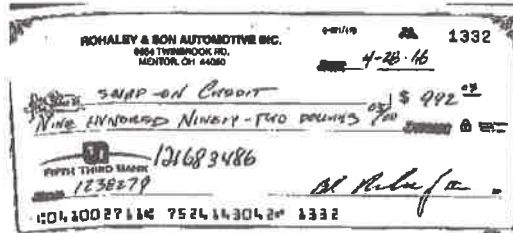
#3042 2016 TOOL CO CHECKS



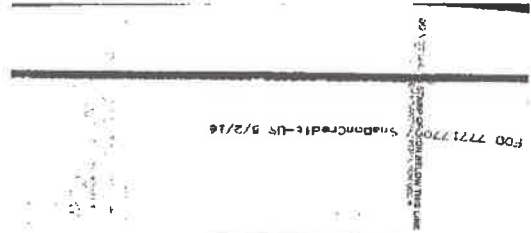
Posting Date 2016 Apr 18 Posting Check Number 1308 Amount \$1,300.00



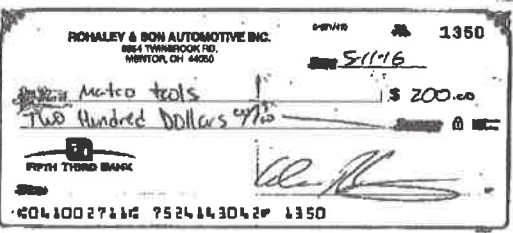
Posting Date 2016 Apr 18 Posting Check Number 1308 Amount \$1,300.00



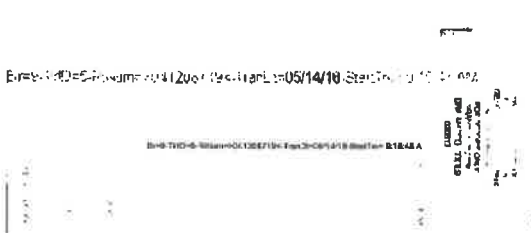
Posting Date 2016 May 03 Posting Check Number 1332 Amount \$992.03



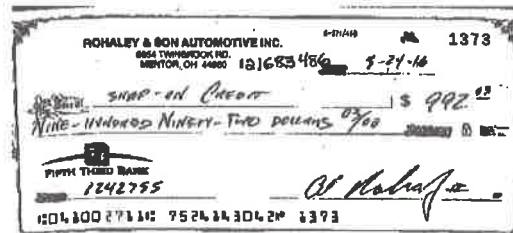
Posting Date 2016 May 03 Posting Check Number 1332 Amount \$992.03



Posting Date 2016 May 16 Posting Check Number 1350 Amount \$200.00



Posting Date 2016 May 16 Posting Check Number 1350 Amount \$200.00



Posting Date 2016 May 27 Posting Check Number 1373 Amount \$992.03



Posting Date 2016 May 27 Posting Check Number 1373 Amount \$992.03

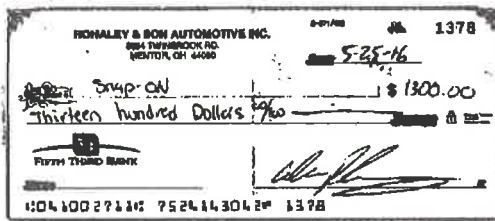
Michael J. Ronaley Aug 17, 2017

Sworn to and personally appeared before me on this 17th day of August 2017. *Jonni B Devorsky*

Commission expires: Feb. 13, 2022



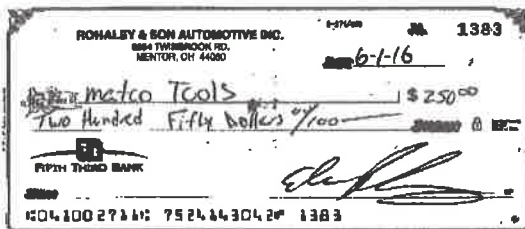
#3042 2016 TOOL CO CHECKS



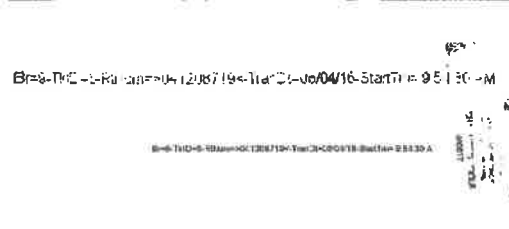
Posting Date 2016 May 31 Posting Check Number 1378 Amount \$1,300.00



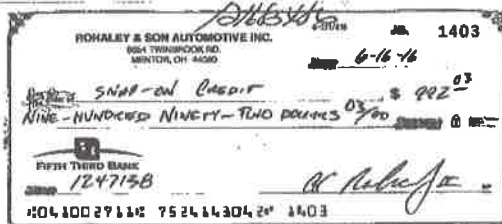
Posting Date 2016 May 31 Posting Check Number 1378 Amount \$1,300.00



Posting Date 2016 Jun 06 Posting Check Number 1383 Amount \$250.00



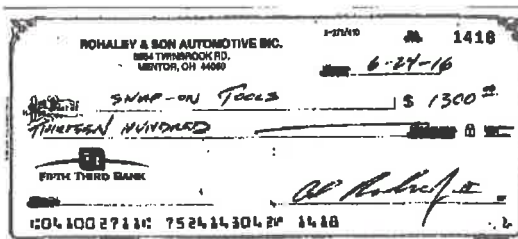
Posting Date 2016 Jun 06 Posting Check Number 1383 Amount \$250.00



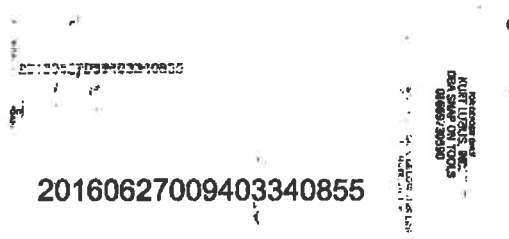
Posting Date 2016 Jun 21 Posting Check Number 1403 Amount \$992.03



Posting Date 2016 Jun 21 Posting Check Number 1403 Amount \$992.03



Posting Date 2016 Jun 27 Posting Check Number 1418 Amount \$1,300.00



Posting Date 2016 Jun 27 Posting Check Number 1418 Amount \$1,300.00

Chris [Signature]

Aug 17 2017

Sworn to and personally appeared before me on the 17th day of August 2017.

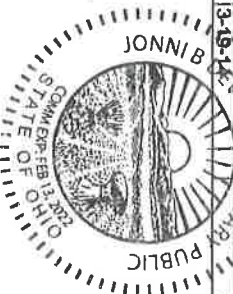
Jonni B Devorsky

Commission expires: Feb. 13, 2022



ITEM NO.	ROOM (C/F/R/P)*	Brand or Manufacturer	MODEL #	Item Description	Quantity	Purchased Date	REPLACEMENT COST	Use*
SNAP ON								
1		Snap On	115-5012592-001	Alignment Rack/Complete EEWB545P4	1	1-4-14	\$42,634.98	
2		Snap On	EEWH326A	Tire Changer, Tilt Back 2-Speed	1	2-12-14	\$13,580.75	
3		Snap On	EEMS327W	Venus Diagnostic Scanner	1	1-1-2014	\$13,000.00	
4		Snap On	EESP32712	Scanner Update Venus	1	5-28-14	\$2,627.00	
5		Snap On	VERUS UPDATE	UPGRADE15.4 Scan	1	12-18-15	\$1,336.00	
6		Snap On	RECODER	Candi Module ReCoder	1	10-1-15	\$5,350.00	
7		Snap On	EESC318W	Used Scanner Solus Pro	1	9-9-15	\$3,885.00	
8		Snap On		Tool Box	1	9-30-14	\$1,450.00	
9		Snap On		Tool Box (AR)	1	2-1-15	\$2,700.00	
10		Snap On	KRA2411	Roll Cab with Adapters	1	4-30-15	\$2,236.00	
11		Snap On		153 In wide 6 dr W/Bul	1	12-18-15	\$1,070.00	
12		Snap On	KRA4059FCM	Top Chest 9 Drawers Blue	1	7-20-16	\$1,290.00	
13		Snap On	KRA4830FCM	End Cabinet 2 Shelves Blue	1	4-20-16	\$865.00	
14		Snap On	KRA2308PCM	Tool Box Snap on Purchased Report	1	12-18-15	\$1,000.00	
15		Snap On	CT8850	18v 1/2" Impact Wrench Kit	1	12-18-15	\$759.95	
16		Snap On	CTS761	14.4v 1/4" Hex Drive Kit	1	1-6-16	\$361.95	
17		Snap On	CT761	14.4v 3/8" Impact Wrench Kit	1	1-6-16	\$426.95	
18		Snap On	CT725A	14.4v 1/4" Ratchet	1	1-6-16	\$406.95	
19		Snap On	CT725	14.4v 1/4" Impact Wrench	1	11-4-15	\$376.95	
20		Snap On	CT8610A	18v 3/8" Impact Wrench	1	11-4-15	\$667.95	
21		Snap On	CDR8850H	18v Hammer Drill	1	11-4-15	\$667.95	
22		Snap On	CTRS8850	18v Saw	1	11-4-15	\$589.95	
23		Snap On	CTGR8850	18v Grinder	1	11-4-15	\$734.95	
24		Snap On	106PTMM	6 pc Metric Impact Swivel Set	1	7-13-16	\$276.00	
25		Snap On	TPM63	Tool Tire Pressure Sensor System	1	1-15-14	\$1,740.00	
26		Snap On	SDDX70AG	17 pc SD Combo Set	1	3-12-14	\$177.95	
27		Snap On	TD1DM500A	Tap & Die Set	1	2-12-14	\$419.95	
28		Snap On	CTR761B	14.4v 3/8" Ratchet Kit	1	12-18-15	\$421.95	
29		Snap On	SGLASA204	4pc Insult Long Pick Set	1	2-19-14	\$56.95	
30		Snap On	EESP325UL	Software Update Venus	1	1-15-14	\$1,249.00	
31		Snap On	CKS15FN1030	Torch MIG Flexible Neck	1	5-21-14	\$560.00	
32		Snap On	PH1050	Socket Adaptor, Air Hammer 1/2"	1	4-29-15	\$51.50	
33		Snap On	PH1038	Socket Adaptor, Air Hammer 3/8"	1	4-29-15	\$49.50	
34		Snap On	PH3050	Super Duty Air Hammer	1	4-29-15	\$424.95	
35		Snap On	VMB400A	4 pc Carbide Burr w/bag	1	2-12-14	\$166.97	
36		Snap On	310SIMMYA	Socket set Metric Impact Deep	1	5-28-14	\$266.00	
37		Snap On	214SIMMYA	14pc 3/8Metric Deep Impact	1	5-28-14	\$293.00	
38		Snap On	SHLF80A	1/2" 80 Tooth Flex Head Ratchet	1	5-28-14	\$229.95	
39		Snap On	BOERMSF712	12pc 12 Pt Midget Flex Metric set	1	5-28-14	\$281.00	
40		Snap On	THLF72	1/4" Flex Head Ratchet	1	5-28-14	\$119.95	
41		Snap On	2101MF-SYA	19mm Impact Deep Socket	1	10-28-15	\$30.25	
42		Snap On	EXDL10	10pc Left-Hand Extractor Set	1	4-30-14	\$82.95	
43		Snap On	TDL8	8pc Tap Socket Set	1	3-19-14	\$74.25	

Sworn to and personally appeared before me on this 17th day of August 2017.
Public Notary
Commission expires: Feb. 13, 2022



ITEM NO.	ROOM (C/R/P)	Brand or Manufacturer	MODEL #	Item Description	Quantity	Purchased Date	REPLACEMENT COST	Use*
44		Snap On	MG325	3/8" Drive Impact Wrench	1	3-19-14	\$460.95	
45		Snap On	MG725GMGCC	1/2" Drive HD Air Impact Wrench	1	3-19-14	\$624.95	
46		Snap On	TDL3	3pc 1/2" Drive Tap Socket Set	1	3-19-14	\$49.50	
47		Snap On	BK8000	Video Scope	1	4-2-14	\$1,235.00	
48		Snap On	TPMS3U	Software Update	1	4-10-14	\$262.00	
49		Snap On	TPMS3PRG	PK Sensor Add On	1	4-10-14	\$196.00	
50		Snap On	BJP1	Set Ball Joint/Universal Joint Press	1	10-15-14	\$715.00	
51		Snap On	BJP1OPT	Set Ball Joint Adapters	1	10-15-14	\$296.00	
52		Snap On	BJP1HONDA	Set Ball Joint Adapter Honda/Acura	1	10-29-14	\$100.00	
53		Snap On	EAAD247G20A	Tool Mount/De-Mount	1	10-29-14	\$92.00	
54		Snap On	QD2R100A	3/8" Fixed-Ratchet Torque Wrench	1	1-14-15	\$360.00	
55		Snap On	QD1R60	Torque Wrench 1/4" DRIVE	1	2-4-15	\$315.00	
56		Snap On	QD1R200	Torque Wrench 1/4" DRIVE 40-200	1	2-4-15	\$315.00	
57		Snap On	SIMM200	SOCKET IMPACT DEEP 20MM	1	2-4-15	\$31.25	
58		Snap On	SIMM210	SOCKET IMPACT DEEP 21MM	1	2-4-15	\$35.25	
59		Snap On	SIMM16	SOCKET IMPACT DEEP 16MM	1	2-11-15	\$21.25	
60		Snap On	BC7B	SLEDGE HAMMER 5lb	1	2-11-15	\$152.00	
61		Snap On	EECS350	Tester Battery and Electrical	1	2-11-15	\$439.99	
62		Snap On	EAM0043G71A	Tool Plastic Mount/Demount	1	2-11-15	\$45.00	
63		Snap On	FHL80	3/8" Drive Ratchet Handle	1	2-11-15	\$129.95	
64		Snap On	IDB1BC129	Set Drill Bits	1	2-18-15	\$444.00	
65		Snap On	LD140	Set Disconnect AC/Fuel Lines	1	3-4-15	\$265.00	
66		Snap On	EAAX0068L00C	OBD-II Data Cable	1	3-18-15	\$73.99	
67		Snap On	VWB400A	4 pc Carbide Burr w/bag	1	3-18-15	\$166.97	
68		Snap On	ASG103BR	3pc Insult Trim Pad Tool	1	3-18-15	\$104.00	
69		Snap On	ECFBAR300G	Rechargeable Shop Light	1	4-8-15	\$106.00	
70		Snap On	SHBR24	1/2 DRIVE 24" BREAKER BAR	1	4-15-15	\$154.00	
71		Snap On	FKF80	3/8 Flex-Head Ratchet	1	6-17-15	\$109.95	
72		Snap On	EAM0043G71A	Tool Plastic Mount/Demount	1	8-12-15	\$225.00	
73		Snap On	MG325	3/8" Drive Impact Wrench	1	8-19-15	\$460.95	
74		Snap On	RTEMP8	Multi-laser Infrared Thermometer	1	9-9-15	\$181.50	
75		Snap On	TBS300	Tubing Bender	1	9-16-15	\$77.50	
76		Snap On	TBS200A	Multipurpose Tubing Bender	1	9-16-15	\$57.50	
77		Snap On	1068TMM	1/4" Drive Knurled Ext. Set	1	10-7-15	\$121.95	
78		Snap On	EAM0043G71A	Tool Plastic Mount/Demount	1	12-23-15	\$80.00	
79		Snap On	IWA16	Tool Tie Rod Trucks	1	11-18-15	\$52.75	
80		Snap On	IWA17	Tool Tie Rod Adjusting 1 7/8	1	11-18-15	\$55.25	
81		Snap On	186ACF	Needle Nose Pliers	1	4-20-15	\$46.05	
82		Snap On	97ACF	Needle Nose Pliers 8"	1	4-20-15	\$52.25	
83		Snap On	EAAD354L12A	Venus Battery	1	5-4-16	\$262.00	
84		Snap On	609ACP	Duck Bill Pliers 9 1/4	1	5-4-16	\$67.00	
85		Snap On	2-02639A	Venus Power Supply	1	5-4-16	\$63.99	
86		Snap On	6-06321A	Power Cord Venus	1	5-4-16	\$13.99	
87		Snap On	SIMM16	SOCKET IMPACT DEEP 16MM	1	5-25-16	\$21.25	
88		Snap On	ISTMM7	Socket Metric Deep 7mm	1	5-25-16	\$23.15	

Insured Signature

Date

4/9/17 2017

Sworn to and personally appeared before me on this 17th day of August 2017.
Jon B Devorsky
Commissioner Expires: Feb. 13, 2022



CONTENTS WORKSHEETS
 Claim #
 028-FR-DHR0975-P

INSURED
 Rohaley and Son Automotive Inc.
 C/O Chad Leonard

TIMEBERS:
 Adjuster
 Stephan Brasher

ITEM NO.	ROOM (C/F/R/P/J)	Brand or Manufacturer	MODEL #	Item Description	Quantity	Purchased Date	REPLACEMENT COST	Use*
89		Snap On	CTL8850	18v Monster Lithium Floodlight	1	6-1-16	\$95.95	
90		Snap On	CTB8185	18v Monster Lithium Battery	1	6-1-16	\$174.95	
91		Snap On	106IPTMM	6pc 1/4 Drive Impact Swivel Socket	1	6-22-16	\$276.00	
92		Snap On	DBTBC6/16	5/16 Drill Bit	1	6-24-16	\$18.50	
93		Snap On	DBTBC9/32	9/32 Drill Bit	1	6-24-16	\$14.35	
94		Snap On	106IPTMM	6pc 1/4 Drive Impact Swivel Socket	1	7-13-16	\$276.00	
95		Snap On	SVTSRAD272A	Kit Cooling System Filler	1	7-13-16	\$267.00	
96		Snap On	EAM0043G71A	Tool Plastic Mount/Demount	2	7-20-16	\$90.00	
97		Snap On	SIMFM13	SOCKET IMPACT DEEP 13MM	1	7-27-16	\$19.00	
98		Snap On	SGA177BR	10.1 90° Radiator Hose Pick	1	7-20-16	\$32.75	
99		Snap On	THLL72	1/4 Drive Handle Ratchet	1	2-17-16	\$119.95	
100		Snap On	RTD48	48pc Master Retreading Tap & Die	1	2-17-16	\$142.95	
101		Snap On	SRPC9000A	Pliers Retaining Ring Fixed Tip 8 3/4	1	2-19-14	\$35.45	
102		Snap On	PWZ0	8 3/16 Plier Wrench	1	5-28-14	\$67.00	
103		Snap On	SRPC9090A	Pliers Retaining Ring Fixed Tip 8 3/4	1	1-15-14	\$35.45	
104		Snap On	SPBH480	HD Striking 48" Prybar	1	1-15-14	\$189.00	
105		Snap On	210IMFSYA	Set Socket Impact Semi-Deep	1	5-28-14	\$183.00	
106		Snap On	214IFMYA	Set Socket Metric Impact Shallow	1	5-28-14	\$199.00	
107		Snap On	CJ124A	Pwr Steering & Alt Pulley Puller	1	7-23-14	\$103.00	
108		Snap On	CJ113B	Pulley Installer	1	7-30-14	\$119.00	
109		Snap On	CJ112C	2pc Pwr Steering Pulley Installer Set	1	7-30-14	\$170.00	
110		Snap On	CJ117C	Pwr Steering & Alt Pulley Puller	1	7-30-14	\$114.00	
111		Snap On	SGTT110	Set Terminal Tool 10pc	1	8-6-14	\$122.00	
112		Snap On	YA470C	Manual Bearing Packer	1	8-20-14	\$38.75	
113		Snap On	EAA035SL93A	Adaptor J1962 to DB15M	1	12-17-14	\$34.95	
114		Snap On	TC123C	Tubing Cutter	1	11-13-14	\$32.50	
115		Snap On	EAM0043G71A	Tool Plastic Mount/Demount	1	9-10-14	\$45.00	
116		Snap On	SIMM220	Socket Metric Impact Deep 22mm	1	1-7-15	\$39.25	
117		Snap On	SIMM240	Socket Metric Impact Deep 24mm	1	1-7-15	\$42.00	
118		Snap On	TPMA12	Tape Rule 12ft	1	3-4-15	\$24.50	
119		Snap On	TR107A	Tire Valve Tool	1	3-4-15	\$16.95	
120		Snap On	EECR3	CarScan Code Reader	1	4-21-16	\$259.99	
121		Snap On	YA161	Holder Tool Magnetic Bar	2	1-6-16	\$77.50	
122		Snap On	SIMFM13	Socket Impact Deep 13MM	1	1-6-16	\$19.00	
123		Snap On	ECF965C	Flashlight LED 150	1	1-27-16	\$94.75	
124		Snap On	CHN480	Pliers Adjustable Joint 20"	1	3-23-16	\$112.00	
125		Snap On	908ACP	Mini Needle Nose Pliers	1	3-23-16	\$68.25	
126		Snap On	LP404	Set Locking Pliers 4pc	1	4-15-16	\$98.50	
127		Snap On	408ACP	Pliers Needle Nose Mini 35° Bent	1	3-23-16	\$68.25	
128		Snap On	312CF	HD Diagonal Cutter 11"	1	3-23-16	\$77.50	
129		Snap On	STM110	Socket Metric Deep 10mm	1	3-23-16	\$23.15	
130		Snap On	608ACP	Duck Bill Pliers 9 1/4	1	3-23-16	\$67.00	
131		Snap On	LP7VR	Pliers Locking Curved Jaw w Cutter	1	4-13-16	\$26.00	
132		Snap On	LP10GRV	Pliers Locking Grooved Jaw 10"	1	4-13-16	\$29.25	
133		Snap On	IP1MM13	Socket Metric Impact Shallow Swivel	1	4-1-16	\$46.00	
134		Snap On	IP1MM15	Socket Metric Impact Shallow Swivel	1	4-1-16	\$46.00	
135		Snap On	IP1MM8	Socket Metric Impact Shallow Swivel	1	4-1-16	\$46.00	
136		Snap On	DBTBC7/32	Drill Bit 7/32	1	3-23-16	\$10.25	

Insured Signature

Date

Aug 17 2017

Sworn to and personally appeared before me on this 17th day of August 2017,
 Chad Leonard
 Commission Expires: Feb. 13, 2022



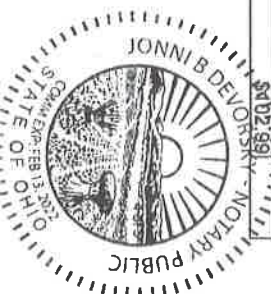
ITEM NO.	ROOM (C/F/R/P)	Brand or Manufacturer	MODEL #	Item Description	Quantity	Purchased Date	REPLACEMENT COST	Use*
137		Snap On	DBTBC121	Set Drill Bits	1	3-23-16	\$245.00	
138		Snap On	WA13A	Tool Tie Rod Adjusting 3 3/4	1	10-7-15	\$44.50	
139		Snap On	WA16	Tool Tie Rod Trucks 4 7/64	1	10-7-15	\$62.75	
140		Snap On	WA17	Tool Tie Rod Adjusting 4 3/4	1	10-7-15	\$55.25	
141		Snap On	WA12A	Tool Tie Rod Adjusting 3 3/4	1	10-7-15	\$51.00	
142		Snap On	SIMM190	Socket Metric Impact Deep 19mm	1	10-21-15	\$30.25	
143		Snap On	IMFMS14	Socket Metric Semi Deep 14mm	1	10-21-15	\$16.90	
144		Snap On	EAC010L69A1	Venus Screen Protector	1	2-26-14	\$26.99	

MATCO								
145		Matco	FL111113	Clip Strip Aqua	1	1-8-14	\$35.00	
146		Matco	DT4	3.5 Digital Tire Inflator	1	1-8-14	\$109.95	
147		Matco	OFSHD17	17pc End Cap Filter W/R	1	1-22-14	\$130.50	
148		Matco	FX85916	16mm Gear Wrench	1	1-22-14	\$47.90	
149		Matco	MDBX9	9pc Deep Well Bolt Extra	1	1-22-14	\$170.16	
150		Matco	BPHSETS	5pc Ballpin Hammer Set	1	2-12-14	\$165.24	
151		Matco	JERKY	JERKY	2	2-12-14	\$10.80	
152		Matco	HHB	Hood Prop	1	2-19-14	\$42.95	
153		Matco	ACFL80303	Single Strip LED	1	2-26-14	\$64.90	
154		Matco	MV7201	Fluid Evaporator Plus 8.8	1	4-2-14	\$124.90	
155		Matco	SP3831	2.5 x 9/16 Magnetic Spar	1	4-9-14	\$14.15	
156		Matco	DP2416RB	3/4 x 1/2 Adapter	1	4-9-14	\$51.25	
157		Matco	SR101	4pc Stud Remover Metric	1	4-23-14	\$85.95	
158		Matco	SPG84C	1/4 x 4 ScrewDriver Green Slot set	1	4-30-14	\$110.25	
159		Matco	SALKK3TA	3pc 1/4 in Crr Lock E	1	5-21-14	\$126.64	
160		Matco	WMFN3046	Alligator Clips F/PWR	1	6-11-14	\$9.67	
161		Matco	H13018-16	Hose F/3018 Inflator	1	9-3-14	\$18.90	
162		Matco	DT4 Battery	Battery	1	9-3-14	\$8.10	
163		Matco	SASE50PA	Tool Box Blank - Black	1	10-1-14	\$129.95	
164		Matco	MBKBK	Tool Box Blank - Black	1	10-29-14	\$36.95	
165		Matco	AC550000	Airfilt (Cooling Sys Al)	1	12-17-14	\$179.99	
166		Matco	NUTCUP	Magnetic Bowl	1	1-7-15	\$43.90	
167		Matco	V1251	20" Straight Nozzle Blow	1	2-4-15	\$62.03	
168		Matco	SFF2L	Spill Free Funnel with LI	1	2-4-15	\$46.54	
169		Matco	AG484	AutoGrip 2-Ton Puller	1	2-4-15	\$98.71	
170		Matco	V1051	4" Full Flow Nozzle BLOWG	1	2-4-15	\$26.46	
171		Matco	SL4R	4200MAH LI-ION Fuel PK	1	2-19-15	\$43.15	
172		Matco	TPS3510	Tailpipe Expander Kit	1	3-4-15	\$279.99	
173		Matco	SAXRBLT	E4 - E10 6pc Chrome	1	3-11-15	\$109.43	
174		Matco	JERKY	JERKY	2	6-24-15	\$12.50	
175		Matco	CT110K	Master Compression Tester	1	8-19-15	\$172.90	
176		Matco	PPSK	Power Probe Butane Solder	1	7-1-15	\$65.87	
177		Matco	MDBX9F	Bolt Ext 13 Deepwell Mat	1	9-9-15	\$23.98	
178		Matco	MDBX9G	Bolt Ext 9/16-14mm Deepwell Mat	1	9-9-15	\$23.98	
179		Matco	MAS4	Mechanics Seat	1	9-16-15	\$102.99	

Insured Signature

Date Aug 17 2017

Sworn to and before me personally appeared on this 17th of August 2017.
Jonni B Devorsky
Commission expire: Feb. 13, 2022



ITEM NO.	ROOM-(C/R/R/P)	Brand or Manufacturer	MODEL #	Item Description	Quantity	Purchased Date	REPLACEMENT COST	Use*
180		Matco	SEX525	25pc Screw Extractor	1	9-30-15	\$99.99	
181		Matco	MBX5	5pc 1/2 Drive Bolt Extractor	1	9-30-15	\$181.83	
182		Matco	TL5788	Torque Limiting AL	1	12-02-15	\$159.50	
183		Matco	H1D14-04	Battery F/IDT4	1	1-13-16	\$9.98	
184		Matco	H13018-16B	Black Hose w/o Chuck	1	1-13-16	\$19.49	
185		Matco	TOY110A	Toyota Oil Filter Tool	1	2-24-16	\$28.27	
186		Matco	BM581	Axis Assist Knife M390 SI	1	3-23-16	\$224.10	
187		Matco	ACMD99-650	Mini Ductor Coil Kit	1	5-11-16	\$159.99	
188		Matco	AC13472A-134A	Aluminum Gauge Set	1	7-8-16	\$189.50	
189		Matco	4325RP	4S Triple Bay 25" Toolbox Black	1	1-14-14	\$7,000.95	
190		AUDI	S4 2.7L	Audi B5 S4 Parts	1	6-15-15	\$1,100.00	
191		FTG	KO4-Billet	Billet KO4 Turbos (L&R)	2	7-15-15	\$1,800.00	
192		FTG		SS b5s4 Tiptronic Downpipe	1	7-15-15	\$330.00	
193		FTG		BI Pipe	1	7-15-15	\$140.00	
194		FTG		Mat Housing	1	7-15-15	\$100.00	
195		FTG		Ecu tuned for tiptronic stage3	1	7-15-15	\$500.00	
196		FTG		Diverter valves	1	7-15-15	\$100.00	
197		FTG		Slide Mount Intercoolers	2	7-15-15	\$235.00	
198		ECS		Injectors with connectors	1	7-15-15	\$220.00	
199		ECS		PMFVWLINE High Flow Fuel Pump	1	8-7-15	\$127.63	
200		ECS	07612113D	07612113D 71D Thermostat	1	8-7-15	\$20.96	
201		ECS	078198479KT2	078198479KT2 Timing Belt Kit	1	8-7-15	\$181.78	
202		ECS	8D0121055T	8D0121055T Radiator Hose Lower	1	8-7-15	\$68.84	
203		ECS	8D012101AG	8D012101AG Radiator Hose Upper	1	8-7-15	\$133.68	
204		ECS	078121082E	078121082E Auxiliary Water Pump Hose	1	8-7-15	\$13.95	
205		ECS	078145755B	078145755B Connection Piece	1	8-7-15	\$21.98	
206		ECS	8D0121109G	8D0121109G Expansion Tank Hose	1	8-7-15	\$39.53	
207		ECS	078145778B	078145778B Oil Supply Line Right	1	8-7-15	\$155.10	
208		ECS	078145736D	078145736D Oil Return Line Right	1	8-7-15	\$164.52	
209		ECS	078145777C	078145777C Oil Supply Line Left	1	8-7-15	\$215.44	
210		ECS	078145735E	078145735E Oil Return Line Left	1	8-7-15	\$209.94	
211		ECS	6PK1856KT	6PK1856KT Accessory Belt Kit	1	8-7-15	\$67.42	
212		ECS	034-509-0007KT	034-509-0007KT Density Line	1	8-7-15	\$170.05	
213		ECS	002686ECSKT	002686ECSKT Coil Pack	1	7-9-15	\$408.99	
214		ECS	349AKT3	349AKT3 18" S/M 349 Wheels (4)	4	7-9-15	\$425.63	
215		ECS	0788121082H	0788121082H Aux Water Pump Hose	1	7-9-15	\$17.29	
216		ECS	078121096AD	078121096AD Oil Cooler Hose	1	7-9-15	\$15.19	
217		ECS	ECS10152KTWBC	ECS10152KT WBC Wheel Spacers Kit 3mm	4	7-9-15	\$109.54	
218		BF Goodrich	225/40ZR18	BF G Force 225/40ZR18 (4)	4	7-31-15	\$465.72	
219		Interstate Battery	MT48	MT48-H6/60 Battery	1	7-31-15	\$111.95	
220		GMC	1GTC514AGN8515061	GMC SON Custom Truck 1992	1		\$5,000.00	
221		INGEICO	IC1 250 86141033640	Credit Card/Debit Card Machine	1		\$245.95	

Sworn to and personally appeared before on this 17th day of August 2017.
John B. Devorsky
Commission expires: Feb. 13, 2022



Exhibit 9
1 of 2



Fwd: CANCEL INSURANCE

1 message

Chad Leonard <chadleonard12@gmail.com>
To: Lawrence Bodnar <lab303@att.net>

Thu, Dec 15, 2016 at 11:20 AM

Thank you Larry can you confirm that this is the texts from you and I today about my insurance policy.

Chad- Larry any way you could email me details about Albert calling to cancel the policy? Lawyer wants it for some paperwork. Just a quick summary of the call with rough dates etc..... would help greatly thanks Buddy,
Chad

Larry- 1/3 Albert callef me about a week ago and requested that I cancel the business policy ,effective I I believe he said said mid October. I told him I couldn't
2/3 cancel the policy any other day except the current date but I needed him to email me a request to cancel.H e never did. Alec sent me a cancel request vi
3/3 a text on Monday, I ignored it he's not a principle on the policy

Chad- Thank you anyway you can email that? It exactly what I need.

Larry- It was an email, I forwarded it to you

Please confirm above.

Thank you Larry,
Chad Leonard
[Quoted text hidden]

Aug 17, 2017

Sworn to and personally appeared before on this 17th day of August
2017. Joni B Devorsky

Commission expire: Feb. 13, 2022



Exhibit 9
2 of 2



Fwd: CANCEL INSURANCE

1 message

Lawrence A. Bodnar <lab303@att.net>
To: Chad Leonard <chadleonard12@gmail.com>

Thu, Dec 15, 2016 at 11:10 AM

—— Forwarded message ——

From: Alec Rohaley <alecrz28@yahoo.com>
Date: Dec 12, 2016 7:29 AM
Subject: CANCEL INSURANCE
To: lab303@att.net
Cc:

PLEASE CANCEL INSURANCE AT 8654 TWINBROOK ROAD. PLEASE CALL ME WHEN U GET THIS. THANKS. 440-266-7762

Aug. 17. 2017

Sworn to and personally appeared before on the 17th day of August 2017. Joni Bdevorsky
Commission expires: Feb. 13, 2022





Stephen Sherwood
Unit Manager

P O BOX 3095
Naperville, IL 60566

(630) 961-0820
(865) 829-3975 (fax)
Ssherwood@travelers.com

March 14, 2018

Chad Leonard
Rohaley and Son Automotive Inc
7481 Brenel Dr
Mentor, OH 44060

RE: Insured: Rohaley - Son Automotive Inc
Claim Number: DHR0975
Policy Number: 680 -0E628194
Date of Loss: 01/07/2017
Loss Location: 8654 Twinbrook Rd Mentor OH
Underwriting Company: Travelers Casualty Insurance Company of America (Travelers)

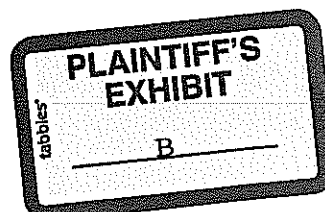
Dear Mr. Leonard,

This letter is in follow up to your request from January 5, 2018 to review our coverage denial on the above referenced claim again. The loss was originally reviewed and denied on July 24, 2018. You requested a review of the denial and submitted additional documentation on August 21, 2018. A review of that information resulted in a confirmation of our initial claim denial. In January and February 2018 additional documents were submitted for another review. We have completed our review of this additional documentation and it does not change our coverage decision. Travelers must maintain its denial of coverage as explained in detail below.

You have questioned the denial of the claim stating that Mr. Rohaley was neither a partner nor employee of Rohaley and Son Automotive after 10/28/2016. Yet, the court documents that you provided continue to refer to Mr. Rohaley as a "Co-owner" of the business after 10/28/2016. Further, the corporate documents for Rohaley and Son Automotive Inc. state Albert C. Rohaley is an incorporator, director, president, treasurer, responsible party and statutory agent of the business. However, as explained in detail below, Mr. Rohaley's status in the business is not the only basis for our coverage position.

Our investigation indicates that there is no evidence of direct physical damage to covered property caused by a covered cause of loss. In addition, the policy conditions were violated by the late reporting of the alleged loss discovered by you on January 7, 2017 but not reported to Travelers until May 24, 2017. It is also noted that the policy was renewed with Travelers on 12/16/2016 without notifying Travelers that the business had closed on 10/28/2016.

Based on the facts reported, the business closed on 10/28/2016 when Mr. Rohaley moved from the business premises and opened another business at a different location. You reported that Mr.



Page 3

Rohaley locked you out of the business in 2015 and court documents describe an ongoing legal dispute between you and Mr. Rohaley as co-owners of Rohaley and Sons Automotive Inc. You advised that by court order, you were allowed to enter the building on October 16, 2016 and that is when you last observed the alleged missing business property.

You advised that you discovered missing business property on January 7, 2017 when you gained access to the business premises after the business closed on October 28, 2016. You also advised that there was no sign of a break in or forced entry into the premises. In contrast, Mr. Rohaley, the co-owner of the business who had access to the property at all times advised that no property was stolen.

POLICY

Travelers issued a policy of insurance to Rohaley and Sons, the named insured, based on representations that it was a corporation doing business as an automotive repair facility. The policy was renewed on 12/16/16. There are several policy limitations and exclusions that preclude coverage for this claim as explained below. As a reference, I have provided the following section of Rohaley and Sons' policy, (MPT1020205), which explains that this loss is not covered:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by our resulting from a Covered Cause of Loss.

1. Covered Property

* * *

b. **Business Personal Property** located in or on the buildings described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

* * *

4. Covered Causes of Loss

RISK OF DIRECT PHYSICAL LOSS unless the loss is

- a. limited in Paragraph A.5., Limitations; or
- b. Excluded in Paragraph B., Exclusions

5. Limitations

* * *

d. We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss, if the building where loss or damage occurs has been "vacant" for more than 60 consecutive days before that loss or damage occurs:

- (1) Vandalism;
- (2) Sprinkler Leakage, unless you have protected the system against freezing;
- (3) Building glass breakage;

Page 3

- (4) Discharge or leakage of water;
- (5) "Theft"; or
- (6) Attempted "theft".

With respect to Covered Causes of Loss other than those listed in Paragraphs (1) through (6) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

h. Neglect

Neglect of an insured to use reasonable means to save and preserve property from further damage at and after the time of loss.

2. We will not pay for loss or damage caused by or resulting from any of the following:

h. Dishonest or criminal acts by you, or any of your partners, "members", officers, "managers," "employees" (including leased employees), directors, trustees, authorized representatives, or anyone else to whom you entrust the property for any purpose:

- (1) Acting alone or in collusion with others or;
- (2) Whether or not occurring during the hours of employment

i. Voluntary parting with any property by you or anyone to whom you have entrusted the property.

m. Property that is missing, where the only evidence of the loss is a shortage upon taking inventory, or other instances where there is no physical evidence to show what happened to the property.

n. Loss of property or that part of any loss, the proof of which as to its existence or amount is dependent on:

- (1) Any inventory computation; or
- (2) A profit and loss computation.

3. We will not pay for loss or damage caused by or resulting from any of the following under Paragraphs a. through c. But if an excluded cause of loss that is listed in Paragraphs a. and b. below results in a Covered Cause of Loss, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

Page 3

* * *

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

E. PROPERTY LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

* * *

3. Duties in the Event of Loss or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

* * *

(2) Give us prompt notice of the loss or damage. Include a description of the property involved.

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

F. COMMERCIAL PROPERTY CONDITIONS

1. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud by you. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this Coverage Form.

DECISION

Travelers is maintaining the denial of coverage for all of the reasons stated in our letter dated July 24, 2017. In addition, the policy does not provide coverage for theft from a building that has been vacant for 60 days. You advised that the loss was discovered on 1/7/2017 after the property had been vacant for more than 60 days. As such, the vacancy limitation precludes coverage for the loss.

Any loss caused by neglect of any insured or the acts or decisions of any person including the failure to act or decide is excluded by the policy. Decisions or acts by a co-owner of the named insured may have caused this loss. Please also note that loss of property that can only be shown through inventory is excluded by the policy. As previously advised, dishonest acts by you or any of your partners, members, officers, managers, employees, directors, trustees, or anyone to whom you entrust the property for any purpose are not covered. Voluntary parting with any property by you or anyone else to whom you have entrusted the property is also not covered.

Finally, the policy conditions were not met in this case. You are required to give us prompt notice of the loss as soon as possible. Although you discovered the loss on 1/7/2017, you did not report this loss to Travelers until 5/24/2017 after completing an inventory of the business.

Page 3

Our coverage decision is based on the information and documentation we received during our investigation of this claim. We have reviewed all of the information and documents that you have provided and we have conducted a thorough investigation of the facts surrounding this claim.

Your policy may have other terms, conditions and exclusions that apply to this claim. We do not waive any rights, including our right to deny coverage, for any other valid reason under the policy or at law.

Please review the Legal Action Against Us condition of your policy as it contains important information about the period of time in which you may bring legal action.

We understand that this is not the outcome that you desired but hope you understand how we reached our decision in this case. If you have any questions, please contact me at (630)961-8820 or ssherwo2@travelers.com

Sincerely,

Stephen Sherwood
Property Unit Manager